Section 1: 8-K (8-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 24, 2018

THE GEO GROUP, INC.
(Exact Name of Registrant as Specified in its Charter)

Florida	1-14260	65-0043078
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

621 NW 53rd Street, Suite 700, Boca Raton, Florida	33487
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code (561) 893-0101

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instructions A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Section 2 Financial Information

Item 2.02. Results of Operations and Financial Condition.

On April 26, 2018, The GEO Group, Inc. ("GEO" or the "Company") issued a press release (the "Earnings Press Release") announcing its financial results for the quarter ended March 31, 2018, updating its financial guidance for full year 2018 and issuing its financial guidance for the second quarter 2018. A copy of the Earnings Press Release is furnished hereto as Exhibit 99.1. GEO also held a conference call on April 26, 2018 to discuss these matters, a transcript of which is furnished hereto as Exhibit 99.2.

In the Earnings Press Release, GEO provided Net Operating Income, EBITDAre, Adjusted EBITDAre, Funds From Operations, Normalized Funds From Operations, Adjusted Funds From Operations and Adjusted Net Income for the quarter ended March 31, 2018 and the comparable prior-year period that were not calculated in accordance with Generally Accepted Accounting Principles (the "Non-GAAP Information") and are presented as supplemental disclosures. Generally, for purposes of Regulation G under the Securities Exchange Act of 1934, Non-GAAP Information is any numerical measure of a company's performance, financial position, or cash flows that either excludes or includes amounts that are not normally excluded or included in the most directly comparable measure calculated and presented in accordance with GAAP. The Earnings Press Release presents the financial measure calculated and presented in accordance with GAAP, which is the most directly comparable to the Non-GAAP Information, with a prominence equal to or greater than its presentation of the Non-GAAP Information. The Earnings Press Release also contains a reconciliation of the Non-GAAP Information to the financial measure calculated and presented in accordance with GAAP which is the most directly comparable to the Non-GAAP Information.

Net Operating Income is defined as revenues less operating expenses, excluding depreciation and amortization expense, general and administrative expenses, real estate related operating lease expense and start-up expenses, pre-tax. Net Operating Income is calculated as net income adjusted by subtracting equity in earnings of affiliates, net of income tax provision, and by adding income tax (benefit) provision, interest expense, net of interest income, depreciation and amortization expense, general and administrative expenses, and real estate related operating lease expense.

EBITDAre (EBITDA for real estate) is defined as net income adjusted by adding provisions for income tax, interest expense, net of interest income, depreciation and amortization, and gain on sale of real estate assets, pre-tax. Adjusted EBITDAre (Adjusted EBITDA for real estate) is defined as EBITDAre adjusted for net income/loss attributable to non-controlling interests, stock-based compensation expenses, pre-tax, and certain other adjustments as defined from time to time, including for the periods presented merger and acquisition ("M&A") related expenses (including transition related expenses), pre-tax. Given the nature of GEO's business as a real estate owner and operator, GEO believes that EBITDAre and Adjusted EBITDAre are helpful to investors as measures of its operational performance because they provide an indication of its ability to incur and service debt, to satisfy general operating expenses, to make capital expenditures and to fund other cash needs or reinvest cash into its business.

GEO believes that by removing the impact of its asset base (primarily depreciation and amortization) and excluding certain non-cash charges, amounts spent on interest and taxes, and certain other charges that are highly variable from year to year, EBITDAre and Adjusted EBITDAre provide its investors with performance measures that reflect the impact to operations from trends in occupancy rates, per diem rates and operating costs, providing a perspective not immediately apparent from net income attributable to GEO.

The adjustments GEO makes to derive the non-GAAP measures of EBITDAre and Adjusted EBITDAre exclude items which may cause short-term fluctuations in income from continuing operations and which GEO does not consider to be the fundamental attributes or primary drivers of its business plan and they do not affect GEO's overall long-term operating performance. EBITDAre and Adjusted EBITDAre provide disclosure on the same basis as that used by GEO's management and provide consistency in its financial reporting, facilitate internal and external comparisons of its historical operating performance and its business units and provide continuity to investors for comparability purposes.

Funds from Operations, or FFO, is defined in accordance with standards established by the National Association of Real Estate Investment Trusts, or NAREIT, which defines FFO as net income/loss attributable to common shareholders (computed in accordance with United States Generally Accepted Accounting Principles), excluding real estate related depreciation and amortization, excluding gains and losses from the cumulative effects of accounting changes, extraordinary items and sales of properties, and including adjustments for unconsolidated partnerships and joint ventures. Normalized Funds from Operations, or Normalized FFO, is defined as FFO adjusted for certain items which by their nature are not comparable from period to period or that tend to obscure GEO's actual operating performance, including for the periods presented, net Tax Cuts and Jobs Act ("TCJA") impact, M&A related expenses (including transition related expenses), and tax effect of adjustments related to M&A expenses.

Adjusted Funds from Operations, or AFFO, is defined as Normalized FFO adjusted by adding non-cash expenses such as non-real estate related depreciation and amortization, stock based compensation expense, the amortization of debt issuance costs, discount and/or premium and other non-cash interest, and by subtracting recurring consolidated maintenance capital expenditures.

Adjusted Net Income is defined as Net Income Attributable to GEO adjusted for certain items which by their nature are not comparable from period to period or that tend to obscure GEO's actual operating performance, including for the periods presented, net TCJA impact, M&A related expenses (including transition related expenses), net of tax, and gain on sale of real estate assets, net of tax.

Because of the unique design, structure and use of GEO's correctional facilities, the Company believes that assessing the performance of its correctional facilities without the impact of depreciation or amortization is useful and meaningful to investors. Although NAREIT has published its definition of FFO, companies often modify this definition as they seek to provide financial measures that meaningfully reflect their distinctive operations. GEO has modified FFO to derive Normalized FFO and AFFO that meaningfully reflect its operations.

GEO's assessment of its operations is focused on long-term sustainability. The adjustments GEO makes to derive the non-GAAP measures of Normalized FFO and AFFO exclude items which may cause short-term fluctuations in net income attributable to GEO, but have no impact on GEO's cash flows, or the Company does not consider them to be fundamental attributes or the primary drivers of GEO's business plan and they do not affect GEO's overall long-term operating performance. GEO may make adjustments to FFO from time to time for certain other income and expenses that do not reflect a necessary component of GEO's operational performance on the basis discussed above, even though such items may require cash settlement. Because FFO, Normalized FFO and AFFO exclude depreciation and amortization unique to real estate as well as non-operational items and certain other charges that are highly variable from year to year, they provide GEO's investors with performance measures that reflect the impact to operations from trends in occupancy rates, per diem rates, operating costs and interest costs, providing a perspective not immediately apparent from Net Income Attributable to GEO.

GEO believes the presentation of FFO, Normalized FFO and AFFO provide useful information to investors as they provide an indication of GEO's ability to fund capital expenditures and expand its business. FFO, Normalized FFO and AFFO provide disclosure on the same basis as that used by GEO's management and provide consistency in its financial reporting, facilitate internal and external comparisons of its historical operating performance and its business units and provide continuity to investors for comparability purposes. Additionally, FFO, Normalized FFO and AFFO are widely recognized measures in GEO's industry as a real estate investment trust.

The Earnings Press Release contains reconciliation tables for Net Operating Income, EBITDAre and Adjusted EBITDAre, Funds from Operations, Normalized Funds from Operations, Adjusted Funds from Operations and Adjusted Net Income.

GEO has presented in the Earnings Press Release certain forward-looking statements about GEO's future financial performance that include non-GAAP financial measures, including, Net Operating Income, Adjusted EBITDAre and Adjusted Funds from Operations. The determination of the amounts that are excluded from these non-GAAP financial measures is a matter of management judgment and depends upon, among other factors, the nature of the underlying expense or income amounts recognized in a given period. While GEO has provided a high level reconciliation for the guidance ranges for full year 2018, it is unable to present a more detailed quantitative reconciliation of the forward-looking non-GAAP financial measures to their most directly comparable forward-looking GAAP financial measures because management cannot reliably predict all of the necessary components of such GAAP measures. The quantitative reconciliation of the forward-looking GAAP financial measures will be provided for completed annual and quarterly periods, as applicable, calculated in a consistent manner with the quantitative reconciliation of non-GAAP financial measures previously reported for completed annual and quarterly periods.

The Non-GAAP Information should be considered in addition to results that are prepared under current accounting standards but should not be considered a consolidated substitute for, or superior to, financial information prepared in accordance with GAAP. The Non-GAAP Information may differ from similarly titled measures presented by other companies. The Non-GAAP Information, as well as other information in the Earnings Press Release, should be read in conjunction with GEO's financial statements filed with the Securities and Exchange Commission. The information set forth in Item 2.02 in this Form 8-K is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. The information set forth in Item 2.02 in this Form 8-K shall not be incorporated by reference into any registration statement or other document pursuant to the Securities Act of 1933, as amended.

Section 5 Corporate Governance and Management

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

At the 2018 Annual Meeting of Shareholders of GEO held on April 24, 2018, the shareholders of the Company approved The GEO Group, Inc. 2018 Stock Incentive Plan (the "2018 Plan"). The Board of Directors of the Company adopted the 2018 Plan, subject to shareholder approval. The 2018 Plan provides for the awards of incentive and non-qualified options, performance units, performance shares, performance share units, restricted stock, stock appreciation rights and other equity-based incentives to employees, including officers, and consultants, as well as directors. The 2018 Plan is to be administered by a compensation committee composed of independent directors. The 2018 Plan is replacing the Company's prior equity compensation plan, The GEO Group, Inc. 2014 Stock Incentive Plan (the "2014 Plan").

The following is a brief description of the key features of the 2018 Plan:

Authorized Shares and Annual Run Rate. The 2018 Plan provides for a reserve of 4,600,000 shares of common stock that may be issued pursuant to awards granted under the 2018 Plan. The 2018 Plan also limits the number of shares awarded annually under the 2018 Plan, or the annual run rate, to a maximum of 3% of GEO's total number of outstanding shares of common stock at any time during a fiscal year. In managing the annual run rate, the Compensation Committee will consider the potential negative impact on dilution of the granting of awards under the 2018 Plan. Any shares of common stock that we may repurchase from time to time will be factored into the Compensation Committee's determination of awards under the 2018 Plan. Additionally, if any award under the 2014 Plan is cancelled, forfeited or terminated for any reason or is settled in cash, the shares of common stock that were subject to such award shall become available for awards under the 2018 Plan unless such shares were cancelled, forfeited, withheld or terminated in order to pay the exercise price, purchase price or any taxes or tax withholdings on a 2014 award.

Discounted Stock Options and Stock Appreciation Rights Prohibited. The 2018 Plan prohibits stock option awards or stock appreciation rights with an exercise price less than the fair market value of our common stock on the date of grant.

Re-pricing Without Shareholder Approval Prohibited. Without shareholder approval, the 2018 Plan prohibits lowering the exercise price of stock options and stock appreciation rights when the exercise price is lower, equal to or greater than the then current fair market value of GEO's common stock, the cancellation of such awards in exchange for new awards with a lower exercise price, the repurchase of such awards which have an exercise price that is higher than the then current fair market value of GEO's common stock, or the cancellation of such awards and grant of substitution new awards as part of a strategy to materially enhance the position of the holder of such options or stock appreciation rights.

Inclusion of Minimum Vesting Provisions. Awards under the 2018 Plan will have a minimum vesting schedule of at least one year following the grant date as set forth in the applicable award agreement. Notwithstanding this minimum vesting requirement, the Compensation Committee may impose a vesting schedule of less than one year from the grant date; provided, however, that the maximum number of shares of common stock that may be issued with a vesting schedule of less than one year shall not exceed five percent (5%) of the total number of shares of common stock that may be issued under the 2018 Plan. Awards granted to non-employee directors in lieu of compensation are not subject to this minimum vesting requirement.

Shares Surrendered to Pay Taxes or Exercise Price for Stock Options Will Not Increase the Plan Reserve. Shares tendered to us for taxes or to pay the exercise price will not provide us with additional shares for the 2018 Plan.

Stock Appreciation Rights Settled in Shares Will Not be Counted on a Net Basis. Each stock-settled stock appreciation right will count as a full share against the 2018 Plan share reserve limit rather than the net gain realized upon exercise.

Independent Plan Administrator. The 2018 Plan will be administered by the Compensation Committee, composed exclusively of independent non-employee directors.

Fixed Plan Term. The 2018 Plan will expire ten years after shareholders approve the 2018 Plan. However, awards granted under the 2018 Plan may survive the termination of the 2018 Plan.

Limit on Stock Option Period. Stock appreciation rights and stock options will have a maximum term of ten years.

A copy of the 2018 Plan is attached as Exhibit 10.1 to this report and is incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

The GEO 2018 Annual Meeting of Shareholders was held on April 24, 2018. The following matters were voted on at the meeting: (1) the election of six directors for a term of one year and until their successors are duly elected and qualified, (2) the ratification of the appointment of Grant Thornton LLP to serve as GEO's independent registered public accountants for the 2018 fiscal year, (3) the approval, in a non-binding advisory vote, of the compensation paid to GEO's named executive officers, as disclosed in GEO's Proxy Statement for the 2018 Annual Meeting of Shareholders, pursuant to Item 402 of Regulation S-K, including the Compensation Discussion and Analysis, compensation tables and narrative discussion, (4) the approval of The GEO Group, Inc. 2018 Stock Incentive Plan, and (5) a shareholder proposal regarding shareholder proxy access. The final voting results for each matter submitted to a vote of shareholders at the meeting are set forth below.

1. All of the Board's director nominees were elected for a term of one year and until their successors are duly elected and qualified, by the votes set forth in the table below:

	Votes For	Votes Withheld	Broker Non-Votes
Clarence E. Anthony	103,644,006	561,832	10,666,209
Anne N. Foreman	102,459,059	1,746,779	10,666,209
Richard H. Glanton	95,824,712	8,381,126	10,666,209
Christopher C. Wheeler	103,131,975	1,073,863	10,666,209
Julie Myers Wood	92,086,362	12,119,476	10,666,209
George C. Zoley	102,973,818	1,232,020	10,666,209

2. The appointment of Grant Thornton LLP as GEO's independent registered public accountants for the 2018 fiscal year was ratified by the shareholders, by the votes set forth in the table below:

For:	113,647,193
Against:	814,877
Abstain:	409,977
Broker Non-Votes:	0

3. The shareholders approved, in a non-binding advisory vote, the compensation of GEO's named executive officers, by the votes set forth in the table below:

For:	102,093,570
Against:	1,541,073
Abstain:	571,195
Broker Non-Votes:	10,666,209

4. The shareholders approved The GEO Group, Inc. 2018 Stock Incentive Plan, by the votes set forth in the table below:

For:	98,033,165
Against:	5,609,533
Abstain:	563,140
Broker Non-Votes:	10,666,209

5. The shareholders did not approve the shareholder proposal regarding shareholder proxy access, by the votes set forth in the table below:

For:	28,167,882
Against:	75,364,340
Abstain:	673,616
Broker Non-Votes:	10,666,209

Section 9 Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

Exhibit No.	Description
10.1	The GEO Group, Inc. 2018 Stock Incentive Plan.
99.1	Press Release, dated April 26, 2018, announcing GEO's financial results for the first quarter ended March 31, 2018.
99.2	Transcript of Conference Call discussing GEO's financial results for the first quarter ended March 31, 2018.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

	THE GEO GROUP, INC.
April 30, 2018	By: /s/ Brian R. Evans
Date	Brian R. Evans Senior Vice President and Chief Financial Officer (Principal Financial Officer)

(Back To Top)

Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

THE GEO GROUP, INC.

2018 STOCK INCENTIVE PLAN

1. ESTABLISHMENT, EFFECTIVE DATE AND TERM

The GEO Group, Inc., a Florida corporation ("GEO") hereby establishes The GEO Group, Inc. 2018 Stock Incentive Plan, effective March 9, 2018, subject to the approval by the shareholders of GEO in accordance with the laws of the State of Florida. Unless earlier terminated pursuant to Section 15(l) hereof, the Plan shall terminate on the tenth anniversary of the Effective Date. Capitalized terms used herein are defined in Annex A attached hereto.

As of the Effective Date no new awards shall be granted under the amended and restated The GEO Group, Inc. 2014 Stock Incentive Plan (the "2014 Plan"); provided, however, that the awards outstanding under the 2014 Plan as of the Effective Date shall continue pursuant to the terms of the 2014 Plan and the applicable award agreements.

2. PURPOSE

The purpose of the Plan is to enable GEO to attract, retain, reward and motivate Eligible Individuals by providing them with an opportunity to acquire or increase a proprietary interest in GEO and to incentivize them to expend maximum effort for the growth and success of the Company, so as to strengthen the mutuality of the interests between the Eligible Individuals and the shareholders of GEO.

3. ELIGIBILITY

Awards may be granted under the Plan to any Eligible Individual, as determined by the Committee from time to time, on the basis of their importance to the business of the Company pursuant to the terms of the Plan.

4. ADMINISTRATION

(a) ***Committee***. The Plan shall be administered by the Compensation Committee of the Board. The Board (or those members of the Board who are "independent directors" under the corporate governance requirements of the Listing Market) may, in its discretion, take any action and exercise any power, privilege or discretion conferred on the Committee under the Plan with the same force and effect under the Plan as if done or exercised by the Committee. The Committee shall have full and final authority, subject to and consistent with the provisions of the Plan, to select Eligible Individuals to become Participants, grant Awards, determine the type, number and other terms and conditions of, and all other matters relating to, Awards, prescribe Award Agreements (which need not be identical for each Participant) and rules and regulations for the administration of the Plan, construe and interpret the Plan and Award Agreements and correct defects, supply omissions or reconcile inconsistencies therein, and to make all other decisions and determinations as the Committee may deem necessary or advisable for the administration of the Plan. In exercising any discretion granted to the Committee under the Plan or pursuant to any Award, the Committee shall not be required to follow past practices, act in a manner consistent with past practices, or treat any Eligible Individual or Participant in a manner consistent with the treatment of any other Eligible Individual. The Committee cannot grant reload or other automatic Awards made upon exercise of Options or Stock Appreciation Rights under the Plan.

(b) ***Delegation to Officers or Employees***. The Committee may designate officers or employees of the Company to assist the Committee in the administration of the Plan. The Committee may delegate authority to officers or employees of the Company to grant Awards and execute Award Agreements or other documents on behalf of the Committee in connection with the administration of the Plan, subject to whatever limitations or restrictions the Committee may impose in accordance with applicable law and to the extent that such delegation will not result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to Section 16 of the Exchange Act in respect of the Company and will not result in a related-person transaction with an executive officer required to be disclosed under Item 404(a) of Regulation S-K (in accordance with

Instruction 5.a.ii thereunder) under the Exchange Act.

(c) ***Designation of Advisors***. The Committee may designate professional advisors to assist the Committee in the administration of the Plan. The Committee may employ such legal counsel, consultants, and agents as it may deem desirable for the administration of the Plan and may rely upon any advice and any computation received from any such counsel, consultant, or agent. The Company shall pay all expenses and costs incurred by the Committee for the engagement of any such counsel, consultant, or agent.

(d) ***Participants Outside the U.S***. In order to conform with the provisions of local laws and regulations in foreign countries in which the Company operates, the Committee shall have the sole discretion to (i) modify the terms and conditions of the Awards granted under the Plan to Eligible Individuals located outside the United States; (ii) establish subplans with such modifications as may be necessary or advisable under the circumstances present by local laws and regulations; and (iii) take any action which it deems advisable to comply with or otherwise reflect any necessary governmental regulatory procedures, or to obtain any exemptions or approvals necessary with respect to the Plan or any subplan established hereunder.

(e) ***Liability and Indemnification***. No Covered Individual shall be liable for any action or determination made in good faith with respect to the Plan, any Award granted hereunder or any Award Agreement entered into hereunder. The Company shall, to the maximum extent permitted by applicable law and the Articles of Incorporation and Bylaws of GEO, indemnify and hold harmless each Covered Individual against any cost or expense (including reasonable attorney fees reasonably acceptable to the Company) or liability (including any amount paid in settlement of a claim with the approval of the Company), and amounts advanced to such Covered Individual necessary to pay the foregoing at the earliest time and to the fullest extent permitted, arising out of any act or omission to act in connection with the Plan, any Award granted hereunder or any Award Agreement entered into hereunder. Such indemnification shall be in addition to any rights of indemnification such individuals may have under applicable law or under the Articles of Incorporation or Bylaws of GEO. Notwithstanding anything else herein, this indemnification will not apply to the actions or determinations made by a Covered Individual with regard to Awards granted to such Covered Individual under the Plan or arising out of such Covered Individual's own fraud or bad faith.

5. SHARES OF COMMON STOCK SUBJECT TO PLAN

(a) ***Shares Available for Awards***. The Common Stock that may be issued pursuant to Awards granted under the Plan shall be treasury shares or authorized but unissued shares of the Common Stock. The total number of shares of Common Stock that may be issued pursuant to Awards granted under the Plan shall be Four Million Six Hundred Thousand (4,600,000) shares. If any 2014 Award is cancelled, forfeited, terminated for any reason or is settled in cash, the shares of Common Stock that were subject to such 2014 Award shall, to the extent cancelled, forfeited, terminated or settled in cash, immediately become available for Awards under this Plan; provided, however, that any shares of Common Stock subject to 2014 Award which are tendered, cancelled, forfeited, withheld or terminated in order to pay the exercise price, purchase price or any taxes or tax withholdings on a 2014 Award shall not be available for Awards granted under this Plan.

(b) ***Maximum Shares Issuable During a Fiscal Year***. The maximum number of shares of Common Stock that may be issued under all Awards granted in a fiscal year shall not exceed three percent (3%) of GEO's maximum authorized and outstanding shares of Common Stock at any time during said fiscal year; provided, however, that (i) such limitation shall not include any substitute grants made in settlement of any awards under any other plan sponsored by GEO or substitute grants or equity assumed in connection with a corporate transaction, and (ii) any shares of Common Stock repurchased or redeemed by GEO after any Awards have been made which have been authorized by the Board shall nevertheless be deemed to be outstanding for purposes of calculating whether there has been a violation of this Section 5(b).

(c) ***Certain Limitations on Specific Types of Awards***. The granting of Awards under this Plan shall be subject to the following limitations:

(i) With respect to the shares of Common Stock reserved pursuant to this Section, a maximum of Four Million One Hundred Thousand (4,600,000) of such shares may be subject to grants of Incentive Stock Options;

(ii) With respect to the shares of Common Stock reserved pursuant to this Section, a maximum of Three Hundred Thousand (300,000) of such shares may be issued in connection with Awards that are settled in Common Stock to any one Eligible Individual during any one fiscal year; and

(iii) The maximum value at Grant Date of Awards that may be granted to any Non-Employee Director during any one fiscal year shall be $500,000.

(d) ***Reduction of Shares Available for Awards***. Upon the granting of an Award, the number of shares of Common Stock available under this Section hereof for the granting of further Awards shall be reduced as follows:

(i) In connection with the granting of an Option or Stock Appreciation Right, the number of shares of Common Stock shall be reduced by the full number of shares of Common Stock subject to the Option or Stock Appreciation Right; and

(ii) In connection with the granting of an Award that may be settled in Common Stock, other than the granting of an Option or Stock Appreciation Right, the number of shares of Common Stock shall be reduced by the full number of shares of Common Stock subject to the Award.

(e) ***Cancelled, Forfeited, or Surrendered Awards***. If any Award that may be settled in Common Stock is cancelled, forfeited, terminated or settled in cash for any reason, the shares of Common Stock that were subject to such Award shall, to the extent cancelled, forfeited, terminated or settled in cash, immediately become available for future Awards granted under the Plan as if said Award had never been granted; provided, however, that any shares of Common Stock subject to an Award which are tendered, cancelled, forfeited, withheld or terminated in order to pay the Exercise Price, purchase price or any taxes or tax withholdings on an Award shall not be available for future Awards granted under the Plan. Shares of Common Stock that have been repurchased by the Company using the proceeds from Stock Option exercise shall not be available for future Awards granted under the Plan.

(f) ***Recapitalization***. If the outstanding shares of Common Stock are increased or decreased or changed into or exchanged for a different number or kind of shares or other securities of GEO by reason of any recapitalization, reclassification, reorganization, stock split, reverse split, combination of shares, exchange of shares, stock dividend or other distribution payable in capital stock of GEO or other increase or decrease in such shares effected without receipt of consideration by GEO occurring after the Effective Date, an appropriate and proportionate adjustment shall be made by the Committee to (i) the aggregate number and kind of shares of Common Stock available under the Plan (including, but not limited to, the aggregate limits of the number of shares of Common Stock described in Sections 5(c)(i) and (ii), (ii) the limits on the number of shares of Common Stock that may be granted to an Eligible Employee in any one fiscal year, (iii) the calculation of the reduction of shares of Common Stock available under the Plan, (iv) the number and kind of shares of Common Stock issuable upon exercise (or vesting) of outstanding Awards granted under the Plan; (v) the Exercise Price of outstanding Options granted under the Plan, and/or (vi) the number of shares of Common Stock subject to Awards granted to Non-Employee Directors under Section 10. No fractional shares of Common Stock or units of other securities shall be issued pursuant to any such adjustment under this Section 5(f), and any fractions resulting from any such adjustment shall be eliminated in each case by rounding downward to the nearest whole share or unit. In furtherance of the foregoing, a Participant shall have a legal right to an adjustment to an outstanding Award that constitutes a “share-based payment arrangement” in the event of an “equity restructuring,” as such terms are defined under FASB ASC Topic 718, which adjustment shall preserve without enlarging the value of the Award to the Participant. Any adjustments made under this Section 5(f) with respect to any Incentive Stock Options must be made in accordance with Code Section 424.

6. OPTIONS

(a) Grant of Options. Subject to the terms and conditions of the Plan, the Committee may grant to such Eligible Individuals as the Committee may determine, Options to purchase such number of shares of Common Stock and on such terms and conditions as the Committee shall determine in its sole and absolute discretion. Each grant of an Option shall satisfy the requirements set forth in this Section.

(b) ***Type of Options***. Each Option granted under the Plan may be designated by the Committee, in its sole discretion, as either (i) an Incentive Stock Option, or (ii) a Non-Qualified Stock Option. Options designated as Incentive Stock Options that fail to continue to meet the requirements of Code Section 422 shall be re-designated as Non-Qualified Stock Options automatically on the date of such failure to continue to meet such requirements without further action by the Committee. In the absence of any designation, Options granted under the Plan will be deemed to be Non-Qualified Stock Options.

(c) ***Exercise Price***. Subject to the limitations set forth in the Plan relating to Incentive Stock Options, the Exercise Price of an Option shall be fixed by the Committee and stated in the respective Award Agreement, provided that the Exercise Price of the shares of Common Stock subject to such Option may not be less than Fair Market Value of such Common Stock on the Grant Date, or if greater, the par value of the Common Stock.

(d) ***Limitation on Option Period***. Subject to the limitations set forth in the Plan relating to Incentive Stock Options, Options granted under the Plan and all rights to purchase Common Stock thereunder shall terminate no later than the tenth anniversary of the Grant Date of such Options, or on such earlier date as may be stated in the Award Agreement relating to such Option. In the case of Options expiring prior to the tenth anniversary of the Grant Date, the Committee may in its discretion, at any time prior to the expiration or termination of said Options, extend the term of any such Options for such additional period as it may determine, but in no event beyond the tenth anniversary of the Grant Date thereof.

(e) ***Limitations on Incentive Stock Options***. Notwithstanding any other provisions of the Plan, the following provisions shall apply with respect to Incentive Stock Options granted pursuant to the Plan.

(i) ***Limitation on Grants***. Incentive Stock Options may only be granted to Section 424 Employees. The aggregate Fair Market Value (determined at the time such Incentive Stock Option is granted) of the shares of Common Stock for which any individual may have Incentive Stock Options which first become vested and exercisable in any calendar year (under all incentive stock option plans of the Company) shall not exceed $100,000. Options granted to such individual in excess of the $100,000 limitation, and any Options issued subsequently which first become vested and exercisable in the same calendar year, shall automatically be treated as Non-Qualified Stock Options.

(ii) ***Minimum Exercise Price***. In no event may the Exercise Price of a share of Common Stock subject to an Incentive Stock Option be less than 100% of the Fair Market Value of such share of Common Stock on the Grant Date.

(iii) ***Ten Percent Shareholder***. Notwithstanding any other provision of the Plan to the contrary, in the case of Incentive Stock Options granted to a Section 424 Employee who, at the time the Option is granted, owns (after application of the rules set forth in Code Section 424(d)) stock possessing more than ten percent of the total combined voting power of all classes of stock of GEO, such Incentive Stock Options (i) must have an Exercise Price per share of Common Stock that is at least 110% of the Fair Market Value as of the Grant Date of a share of Common Stock, and (ii) must not be exercisable after the fifth anniversary of the Grant Date.

(f) ***Vesting Schedule and Conditions***. Subject to Section 10 of the Plan, no Options may be exercised prior to the satisfaction of the conditions and vesting schedule provided for in the Award Agreement relating thereto.

(g) ***Exercise***. When the conditions to the exercise of an Option have been satisfied, the Participant may exercise the Option only in accordance with the following provisions. The Participant shall deliver to GEO a written notice stating that the Participant is exercising the Option and specifying the number of shares of Common Stock which are to be purchased pursuant to the Option, and such notice shall be accompanied by payment in full of the Exercise Price of the shares for which the Option is being exercised, by one or more of the methods provided for in the Plan. Said notice must be delivered to GEO at its principal office and addressed to the attention of John J. Bulfin, General Counsel, The GEO Group Inc., 621 NW 53rd Street, Suite 700, Boca Raton, Florida 33487. An attempt to exercise any Option granted hereunder other than as set forth in the Plan shall be invalid and of no force and effect.

(h) ***Payment***. Payment of the Exercise Price for the shares of Common Stock purchased pursuant to the exercise of an Option shall be made by one of the following methods:

(i) by cash, certified or cashier's check, bank draft or money order;

(ii) through the delivery to GEO of shares of Common Stock which have been previously owned by the Participant for the requisite period necessary to avoid a charge to GEO's earnings for financial reporting purposes; such shares shall be valued, for purposes of determining the extent to which the Exercise Price has been paid thereby, at their Fair Market Value on the date of exercise; without limiting the foregoing, the Committee may require the Participant to furnish an opinion of counsel acceptable to the Committee to the effect that such delivery would not result in GEO incurring any liability under Section 16(b) of the Exchange Act; or

(iii) by any other method which the Committee, in its sole and absolute discretion and to the extent permitted by applicable law, may permit, including, but not limited to, any of the following: (A) through a "cashless exercise sale and remittance procedure" pursuant to which the Participant shall concurrently provide irrevocable instructions (1) to a brokerage firm approved by the Committee to effect the immediate sale of the purchased shares and remit to GEO, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate Exercise Price payable for the purchased shares plus all applicable federal, state and local income, employment, excise, foreign and other taxes required to be withheld by the Company by reason of such exercise and (2) to GEO to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale; or (B) by any other method as may be permitted by the Committee.

(i) ***Termination of Employment, Disability or Death***. Unless otherwise provided in an Award Agreement, upon the termination of the employment or other service of a Participant with Company for any reason, all of the Participant's outstanding Options (whether vested or unvested) shall be subject to the rules of this paragraph. Upon such termination, the Participant's unvested Options shall expire. Notwithstanding anything in this Plan to the contrary, the Committee may provide, in its sole and absolute discretion, that following the termination of employment or other service of a Participant with the Company for any reason (i) any unvested Options held by the Participant that vest solely upon a future service requirement shall vest in whole or in part, at any time subsequent to such termination of employment or other service, and/or (ii) a Participant or the Participant's estate, devisee or heir at law (whichever is applicable), may exercise an Option, in whole or in part, at any time subsequent to such termination of employment or other service and prior to the termination of the Option pursuant to its terms. Unless otherwise determined by the Committee, temporary absence from employment because of illness, vacation, approved leaves of absence or military service shall not constitute a termination of employment or other service.

(i) ***Termination for Reason Other Than Cause, Disability or Death***. If a Participant's termination of employment or other service is for any reason other than death, Disability, Cause or a voluntary termination within ninety (90) days after occurrence of an event which would be grounds for termination of employment or other service by the Company for Cause, any Option held by such Participant, may be exercised, to the extent exercisable at termination, by the Participant at any time within a period not to exceed ninety (90) days from the date of such termination, but in no event after the termination of the Option pursuant to its terms.

(ii) ***Disability***. If a Participant's termination of employment or other service with the Company is by reason of a Disability of such Participant, the Participant shall have the right at any time within a period not to exceed one (1) year after such termination, but in no event after the termination of the Option pursuant to its terms, to exercise, in whole or in part, any vested portion of the Option held by such Participant at the date of such termination; provided, however, that if the Participant dies within such period, any vested Option held by such Participant upon death shall be exercisable by the Participant's estate, devisee or heir at law (whichever is applicable) for a period not to exceed one (1) year after the Participant's death, but in no event after the termination of the Option pursuant to its terms.

(iii) ***Death***. If a Participant dies while in the employment or other service of the Company, the Participant's estate or the devisee named in the Participant's valid last will and testament or the Participant's heir at law who inherits the Option has the right, at any time within a period not to exceed one (1) year after the date of such Participant's death, but in no event after the termination of the Option pursuant to its terms, to exercise, in whole or in part, any portion of the vested Option held by such Participant at the date of such Participant's death.

(iv) ***Termination for Cause***. In the event the termination is for Cause or is a voluntary termination within ninety (90) days after occurrence of an event which would be grounds for termination of employment or other service by the Company for Cause (without regard to any notice or cure period requirement), any Option held by the Participant at the time of such termination shall be deemed to have terminated and expired upon the date of such termination.

7. STOCK APPRECIATION RIGHTS

(a) ***Grant of Stock Appreciation Rights***. Subject to the terms and conditions of the Plan, the Committee may grant to such Eligible Individuals as the Committee may determine, Stock Appreciation Rights, in such amounts and on such terms and conditions as the Committee shall determine in its sole and absolute discretion. Each grant of a Stock Appreciation Right shall satisfy the requirements as set forth in this Section.

(b) ***Terms and Conditions of Stock Appreciation Rights***. The terms and conditions (including, without limitation, the limitations on the Exercise Price, exercise period, repricing and termination) of the Stock Appreciation Right shall be substantially identical (to the extent possible taking into account the differences related to the character of the Stock Appreciation Right) to the terms and conditions that would have been applicable under Section 6 above were the grant of the Stock Appreciation Rights a grant of an Option.

(c) ***Exercise of Stock Appreciation Rights***. Stock Appreciation Rights shall be exercised by a Participant only by written notice delivered to the General Counsel of GEO, specifying the number of shares of Common Stock with respect to which the Stock Appreciation Right is being exercised.

(d) ***Payment of Stock Appreciation Right***. Unless otherwise provided in an Award Agreement, upon exercise of a Stock Appreciation Right, the Participant or Participant's estate, devisee or heir at law (whichever is applicable) shall be entitled to receive payment, in cash, in shares of Common Stock, or in a combination thereof, as determined by the Committee in its sole and absolute discretion. The amount of such payment shall be determined by multiplying the excess, if any, of the Fair Market Value of a share of Common Stock on the date of exercise over the Fair Market Value of a share of Common Stock on the Grant Date, by the number of shares of Common Stock with respect to which the Stock Appreciation Rights are then being exercised. Notwithstanding the foregoing, the Committee may limit in any manner the amount payable with respect to a Stock Appreciation Right by including such limitation in the Award Agreement.

8. RESTRICTED STOCK

(a) ***Grant of Restricted Stock***. Subject to the terms and conditions of the Plan, the Committee may grant to such Eligible Individuals as the Committee may determine, Restricted Stock, in such amounts and on such terms and conditions as the Committee shall determine in its sole and absolute discretion. Each grant of Restricted Stock shall satisfy the requirements as set forth in this Section.

(b) ***Restrictions***. The Committee shall impose such restrictions on any Restricted Stock granted pursuant to the Plan as it may deem advisable.

(c) ***Certificates and Certificate Legend***. With respect to a grant of Restricted Stock, the Company may issue a certificate evidencing such Restricted Stock to the Participant or issue and hold such shares of Restricted Stock for the benefit of the Participant until the applicable restrictions expire. The Company may legend the certificate representing Restricted Stock to give appropriate notice of such restrictions. In addition to any such legends, each certificate representing shares of Restricted Stock granted pursuant to the Plan shall bear the following legend:

"The sale or other transfer of the shares of stock represented by this certificate, whether voluntary, involuntary, or by operation of law, are subject to certain terms, conditions, and restrictions on transfer as set forth in The GEO Group, Inc. 2018 Stock Incentive Plan (the "Plan"), and in an Agreement entered into by and between the registered owner of such shares and The GEO Group, Inc. (the "Company"), dated   , 20 (the "Award Agreement"). A copy of the Plan and the Award Agreement may be obtained from the Secretary of the Company."

(d) ***Removal of Restrictions***. Except as otherwise provided in the Plan, shares of Restricted Stock shall become freely transferable by the Participant upon the lapse of the applicable restrictions. Once the shares of Restricted Stock are released from the restrictions, the Participant shall be entitled to have the legend required by paragraph (c) above removed from the share certificate evidencing such Restricted Stock and the Company shall pay or distribute to the Participant all dividends and distributions held in escrow by the Company with respect to such Restricted Stock.

(e) ***Shareholder Rights***. Unless otherwise provided in an Award Agreement, until the expiration of all applicable restrictions, (i) the Restricted Stock shall be treated as outstanding, (ii) the Participant holding shares of Restricted Stock may exercise full voting rights with respect to such shares, and (iii) the Participant holding shares of Restricted Stock shall be entitled to receive all dividends and other distributions paid with respect to such shares while they are so held. If any such dividends or distributions are paid in shares of Common Stock, such shares shall be subject to the same restrictions on transferability and forfeitability as the shares of Restricted Stock with respect to which they were paid. Notwithstanding anything to the contrary, at the discretion of the Committee, all such dividends and distributions may be held in escrow by the Company (subject to the same restrictions on forfeitability) until all restrictions on the respective Restricted Stock have lapsed.

(f) ***Termination of Service***. Unless otherwise provided in an Award Agreement, if a Participant's employment or other service with the Company terminates for any reason, all unvested shares of Restricted Stock held by the Participant and any dividends or distributions held in escrow by GEO with respect to such Restricted Stock shall be forfeited immediately and returned to the Company. Notwithstanding anything in this Plan to the contrary, the Committee may provide, in its sole and absolute discretion, that following the termination of employment or other service of a Participant with the Company for any reason, any unvested shares of Restricted Stock held by the Participant that vest solely upon a future service requirement shall vest in whole or in part, at any time subsequent to such termination of employment or other service.

9. PERFORMANCE AWARDS

(i) ***Grant of Performance Awards***. Subject to the terms and conditions of the Plan, the Committee may grant to such Eligible Individuals as the Committee may determine, Performance Shares, Performance Share Units and Performance Units, in such amounts and on such terms and conditions as the Committee shall determine in its sole and absolute discretion. Each grant of a Performance Award shall satisfy the requirements as set forth in this Section.

(ii) ***Performance Goals***. Performance Goals will be based on one or more of the following criteria, as determined by the Committee in its absolute and sole discretion: (i) the attainment of certain target levels of, or a specified increase in, GEO's enterprise value or value creation targets; (ii) the attainment of certain target levels of, or a percentage increase in, GEO's after-tax or pre-tax profits including, without limitation, that attributable to GEO's continuing and/or other operations; (iii) the attainment of certain target levels of, or a specified increase relating to, GEO's operational cash flow or working capital, or a component thereof; (iv) the attainment of certain target levels of, or a specified decrease relating to, GEO's operational costs, or a component thereof (v) the attainment of a certain level of reduction of, or other specified objectives with regard to limiting the level of increase in all or a portion of bank debt or other of GEO's long-term or short-term public or private debt or other similar financial obligations of GEO, which may be calculated net of cash balances and/or other offsets and adjustments as may be established by the Committee; (vi) the attainment of a specified percentage increase in earnings per share or earnings per share from GEO's continuing operations; (vii) the attainment of certain target levels of, or a specified percentage increase in, GEO's net sales, revenues, net income or earnings before income tax or other exclusions; (viii) the attainment of certain target levels of, or a specified increase in, GEO's return on capital employed or return on invested capital; (ix) the attainment of certain target levels of, or a percentage increase in, GEO's after-tax or pre-tax return on shareholder equity; (x) the attainment of certain target levels in the fair market value of GEO's Common Stock; (xi) the growth in the value of an investment in the Common Stock assuming the reinvestment of dividends; and/or (xii) the attainment of certain target levels of, or a specified increase in, EBITDA (earnings before income tax, depreciation and amortization). In addition, Performance Goals may be based upon the attainment by a subsidiary, division or other operational unit of GEO of specified levels of performance under one or more of the measures described above. Further, the Performance Goals may be based upon the attainment by GEO (or a subsidiary, division, facility or other operational unit of GEO) of specified levels of performance under one or more of the foregoing measures relative to the performance of other corporations. The Committee may, in its sole and absolute discretion: (i) designate additional business criteria upon which the Performance Goals may be based; (ii) modify, amend or adjust the business criteria described herein; or (iii) incorporate in the Performance Goals provisions regarding changes in accounting methods, corporate transactions (including, without limitation, dispositions or acquisitions) and similar events or circumstances. Performance Goals may include a threshold level of performance below which no Performance Award will be earned, levels of performance at which a Performance Award will become partially earned and a level at which a Performance Award will be fully earned.

(iii) ***Terms and Conditions of Performance Awards***. The applicable Award Agreement shall set forth the number and type of Performance Awards; (ii) the Performance Period; and the Performance Goals with respect to each such Performance Award; (iii) the maximum shares of Common Stock that may be issued pursuant to a Performance Award and (iv) any other terms and conditions as the Committee determines in its sole and absolute discretion. The Committee shall establish, in its sole and absolute discretion, the Performance Goals for the applicable Performance Period for each Performance Award granted hereunder. Performance Goals for different Participants and for different grants of Performance Awards need not be identical. The Committee may, in its discretion, reduce the amount of a settlement otherwise to be made in connection with Performance Awards, but may not exercise discretion to increase any amount payable in respect of a Performance Award. A holder of a Performance Award is not entitled to the rights of a holder of Common Stock.

(iv) ***Determination and Payment of Performance Awards***. As soon as practicable after the end of a Performance Period, the Committee shall determine the extent to which Performance Awards have been earned on the basis of the Company's actual performance in relation to the established Performance Goals as set forth in the applicable Award Agreement and shall certify these results in writing. As soon as practicable after the Committee has determined that an amount is payable or should be distributed with respect to a Performance Share Unit or Performance Unit, but in any event no later than 70 days following the end of the applicable Performance Period, the Committee shall cause the amount of such Performance Share Unit or Performance Unit to be paid or distributed to the Participant or the Participant's estate, devisee or heir at law (whichever is applicable). For purposes of making payment or a distribution with respect to a Performance Cash Unit, the value of a share of Common Stock shall be determined by the Fair Market Value of the Common Stock on the day the Committee designates the Performance Cash Units to be payable.

(v) ***Termination of Employment***. Unless otherwise provided in an Award Agreement, if a Participant's employment or other service with the Company terminates for any reason, all of the Participant's outstanding Performance Awards shall be subject to the rules of this Section.

(vi) ***Termination for Reason Other Than Death or Disability***. If a Participant's employment or other service with the Company terminates prior to the expiration of a Performance Period with respect to any Performance Awards held by such Participant for any reason other than death or Disability, the outstanding Performance Awards held by such Participant for which the Performance Period has not yet expired shall terminate upon such termination and the Participant shall have no further rights pursuant to such Performance Awards.

(vii) ***Termination of Employment for Death or Disability***. If a Participant's employment or other service with the Company terminates by reason of the Participant's death or Disability prior to the end of a Performance Period, the Participant, or the Participant's estate, devisee or heir at law (whichever is applicable) shall be entitled to a payment or vesting, as the case may be, of the Participant's outstanding Performance Awards at the end of the applicable Performance Period, pursuant to the terms of the Plan and the Participant's Award Agreement; provided, however, that the Participant shall be deemed to have earned only that proportion (to the nearest whole unit or share) of the Performance Awards granted to the Participant under such Performance Award as the number of full months of the Performance Period which have elapsed since the first day of the Performance Period for which the Performance Award was granted to the end of the month in which the Participant's termination of employment or other service, bears to the total number of months in the Performance Period, subject to the attainment of the Performance Goals associated with the Award as certified by the Committee. The right to any remaining Performance Awards shall be canceled and forfeited.

10. VESTING OF AWARDS

Subject to Sections 12 and 13 of the Plan, all Awards under this Plan shall have a minimum vesting schedule of at least one year following the Grant Date. Notwithstanding this minimum vesting requirement, the Committee may impose a vesting schedule of less than one year from the Grant Date on Awards; provided, however, the maximum number of shares of Common Stock that may be issued under this Plan with respect to Awards having a vesting schedule of less than one year shall not exceed five percent (5%) of the total number of shares of Common Stock that may be issued under this Plan. Awards granted to a Non-Employee Director in lieu of cash compensation shall not be subject to any minimum vesting requirements.

11. OTHER AWARDS

Awards of shares of Common Stock, phantom stock, restricted stock units and other awards that are valued in whole or in part by reference to, or otherwise based on, Common Stock, may also be made, from time to time, to Eligible Individuals as may be selected by the Committee. Such Common Stock may be issued in satisfaction of awards granted under any other plan sponsored by the Company or compensation payable to an Eligible Individual. In addition, such awards may be made alone or in addition to or in connection with any other Award granted hereunder. The Committee may determine the terms and conditions of any such award. Each such award shall be evidenced by an Award Agreement between the Eligible Individual and the Company which shall specify the number of shares of Common Stock subject to the award, any consideration therefore, any vesting or performance requirements and such other terms and conditions as the Committee shall determine in its sole and absolute discretion. With respect to the Awards that may be issued solely pursuant to this Section 11 and not pursuant to any other provision of the Plan, a maximum number of shares of Common Stock with respect to which such Awards may be issued, shall not exceed five percent (5%) of the total number of shares of Common Stock that may be issued under the Plan, as described in Section 5(a).

12. CHANGE IN CONTROL

Unless otherwise provided in an Award Agreement, upon the occurrence of a Change in Control of GEO, the Committee may in its sole and absolute discretion, provide on a case by case basis that (i) some or all outstanding Awards may become immediately exercisable or vested, without regard to any limitation imposed pursuant to this Plan, (ii) that all Awards shall terminate, provided that Participants shall have the right, immediately prior to the occurrence of such Change in Control and during such reasonable period as the Committee in its sole discretion shall determine and designate, to exercise any vested Award in whole or in part, (iii) that all Awards shall terminate, provided that Participants shall be entitled to a cash payment equal to the Change in Control Price with respect to shares subject to the vested portion of the Award net of the Exercise Price thereof (if applicable), (iv) provide that, in connection with a liquidation or dissolution of GEO, Awards shall convert into the right to receive liquidation proceeds net of the Exercise Price (if applicable) and (v) any combination of the foregoing. In the event that the Committee does not terminate or convert an Award upon a Change in Control of GEO, then the Award shall be assumed, or substantially equivalent Awards shall be substituted, by the acquiring, or succeeding corporation (or an affiliate thereof).

13. CHANGE IN STATUS OF PARENT OR SUBSIDIARY

Unless otherwise provided in an Award Agreement or otherwise determined by the Committee, in the event that an entity or business unit which was previously a part of the Company is no longer a part of the Company, as determined by the Committee in its sole discretion, the Committee may, in its sole and absolute discretion: (i) provide on a case by case basis that some or all outstanding Awards held by a Participant employed by or performing service for such entity or business unit may become immediately exercisable or vested, without regard to any limitation imposed pursuant to this Plan; (ii) provide on a case by case basis that some or all outstanding Awards held by a Participant employed by or performing service for such entity or business unit may remain outstanding, may continue to vest, and/or may remain exercisable for a period not exceeding one (1) year, subject to the terms of the Award Agreement and this Plan; and/or (ii) treat the employment or other services of a Participant employed by such entity or business unit as terminated if such Participant is not employed by GEO or any entity that is a part of the Company immediately after such event.

14. REQUIREMENTS OF LAW

(a) ***Violations of Law***. The Company shall not be required to sell or issue any shares of Common Stock under any Award if the sale or issuance of such shares would constitute a violation by the individual exercising the Award, the Participant or the Company of any provisions of any law or regulation of any governmental authority, including without limitation any provisions of the Sarbanes-Oxley Act, and any other federal or state securities laws or regulations. Any determination in this connection by the Committee shall be final, binding, and conclusive. The Company shall not be obligated to take any affirmative action in order to cause the exercise of an Award, the issuance of shares pursuant thereto or the grant of an Award to comply with any law or regulation of any governmental authority.

(b) ***Registration***. At the time of any exercise or receipt of any Award, the Company may, if it shall determine it necessary or desirable for any reason, require the Participant (or Participant's heirs, legatees or legal representative, as the case may be), as a condition to the exercise or grant thereof, to deliver to the Company a written representation of present intention to hold the shares for their own account as an investment and not with a view to, or for sale in connection with, the distribution of such shares, except in compliance with applicable federal and state securities laws with respect thereto. In the event such representation is required to be delivered, an appropriate legend may be placed upon each certificate delivered to the Participant (or Participant's heirs, legatees or legal representative, as the case may be) upon the Participant's exercise of part or all of the Award or receipt of an Award and a stop transfer order may be placed with the transfer agent. Each Award shall also be subject to the requirement that, if at any time the Company determines, in its discretion, that the listing, registration or qualification of the shares subject to the Award upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of or in connection with, the issuance or purchase of the shares thereunder, the Award may not be exercised in whole or in part and the restrictions on an Award may not be removed unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company in its sole discretion. The Participant shall provide the Company with any certificates, representations and information that the Company requests and shall otherwise cooperate with the Company in obtaining any listing, registration, qualification, consent or approval that the Company deems necessary or appropriate. The Company shall not be obligated to take any affirmative action in order to cause the exercisability or vesting of an Award, to cause the exercise of an Award or the issuance of shares pursuant thereto, or to cause the grant of Award to comply with any law or regulation of any governmental authority.

(c) ***Withholding***. The Committee may make such provisions and take such steps as it may deem necessary or appropriate for the withholding of any taxes that the Company is required by any law or regulation of any governmental authority, whether federal, state or local, domestic or foreign, to withhold in connection with the grant or exercise of an Award, or the removal of restrictions on an Award including, but not limited to: (i) the withholding of delivery of shares of Common Stock until the holder reimburses the Company for the amount the Company is required to withhold with respect to such taxes; (ii) the canceling of any number of shares of Common Stock issuable in an amount sufficient to reimburse the Company for the amount it is required to so withhold; (iii) withholding the amount due from any such person's wages or compensation due to such person; or (iv) requiring the Participant to pay the Company cash in the amount the Company is required to withhold with respect to such taxes.

(d) ***Governing Law***. The Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

15. GENERAL PROVISIONS

(a) ***Award Agreements***. All Awards granted pursuant to the Plan shall be evidenced by an Award Agreement. Each Award Agreement shall specify the terms and conditions of the Award granted and shall contain any additional provisions as the Committee shall deem appropriate, in its sole and absolute discretion (including, to the extent that the Committee deems appropriate, provisions relating to confidentiality, non-competition, non-solicitation and similar matters). The terms of each Award Agreement need not be identical for Eligible Individuals provided that all Award Agreements comply with the terms of the Plan.

(b) ***Exemptions from Section 16(b) Liability***. It is the intent of the Company that the grant of any Awards to or other transaction by a Participant who is subject to Section 16 of the Exchange Act shall be exempt from Section 16 pursuant to an applicable exemption (except for transactions acknowledged in writing to be non-exempt by such Participant and sales transactions to persons other than the Company). Accordingly, if any provision of this Plan or any Award Agreement does not comply with the requirements of Rule 16b-3 then applicable to any such transaction, such provision shall be construed or deemed amended to the extent necessary to conform to the applicable requirements of Rule 16b-3 so that such Participant shall avoid liability under Section 16(b). In the event Rule 16b-3 is revised or replaced, the Board, or the Committee acting on behalf of the Board, may exercise discretion to modify this Plan in any respect necessary to satisfy the requirements of the revised exemption or its replacement.

(c) ***Purchase Price***. To the extent the purchase price of any Award granted hereunder is less than par value of a share of Common Stock and such purchase price is not permitted by applicable law, the per share purchase price shall be deemed to be equal to the par value of a share of Common Stock.

(d) ***Dividends and Dividend Equivalents***. Except as provided by Section 5(f) or 8(e) of the Plan, a Participant shall not be entitled to receive, currently or on a deferred basis, cash or stock dividends, Dividend Equivalents, or cash payments in amounts equivalent to cash or stock dividends on shares of Common Stock covered by an Award which has not vested, an Option, a Stock Appreciation Right or a Performance Award. To the extent that dividends and distributions relating to an Award are held in escrow by the Company, or Dividend Equivalents are credited to an Award, a Participant shall not be entitled to any interest on any such amounts.

(e) ***Deferral of Awards***. The Committee may from time to time establish procedures pursuant to which a Participant may elect to defer, until a time or times later than the vesting of an Award, receipt of all or a portion of the shares of Common Stock or cash subject to such Award and to receive Common Stock or cash at such later time or times, all on such terms and conditions as the Committee shall determine. The Committee shall not permit the deferral of an Award unless counsel for GEO determines that such action will not result in adverse tax consequences to a Participant under Code Section 409A. If any such deferrals are permitted, then notwithstanding anything to the contrary herein, a Participant who elects to defer receipt of Common Stock shall not have any rights as a shareholder with respect to deferred shares of Common Stock unless and until shares of Common Stock are actually delivered to the Participant with respect thereto, except to the extent otherwise determined by the Committee.

(f) ***Prospective Employees***. Notwithstanding anything to the contrary, any Award granted to a Prospective Employee shall not become vested prior to the date the Prospective Employee first becomes an employee of the Company.

(g) ***Issuance of Certificates; Shareholder Rights***. GEO shall deliver to the Participant a certificate evidencing the Participant's ownership of shares of Common Stock issued pursuant to the exercise of an Award as soon as administratively practicable after satisfaction of all conditions relating to the issuance of such shares. A Participant shall not have any of the rights of a shareholder with respect to such Common Stock prior to satisfaction of all conditions relating to the issuance of such Common Stock, and, except as expressly provided in the Plan, no adjustment shall be made for dividends, distributions or other rights of any kind for which the record date is prior to the date on which all such conditions have been satisfied.

(h) ***Transferability of Awards***. A Participant may not Transfer an Award other than by will or the laws of descent and distribution. Awards may be exercised during the Participant's lifetime only by the Participant. No Award shall be liable for or subject to the debts, contracts, or liabilities of any Participant, nor shall any Award be subject to legal process or attachment for or against such person. Any purported Transfer of an Award in contravention of the provisions of the Plan shall have no force or effect and shall be null and void, and the purported transferee of such Award shall not acquire any rights with respect to such Award. Notwithstanding anything to the contrary, the Committee may in its sole and absolute discretion permit the Transfer of an Award to a Participant's "family member" as such term is defined in the Form S-8 Registration Statement under the Securities Act of 1933, as amended, under such terms and conditions as specified by the Committee; *provided, however,* that the Participant will not directly or indirectly receive any payment of value in connection with the transfer of the Award. In such case, such Award shall be exercisable only by the transferee approved of by the Committee. To the extent that the Committee permits the Transfer of an Incentive Stock Option to a "family member", so that such Option fails to continue to satisfy the requirements of an incentive stock option under the Code such Option shall automatically be re-designated as a Non-Qualified Stock Option.

(i) ***Buyout and Settlement Provisions***. Except as prohibited in Section 15(k)(ii) of the Plan, the Committee may at any time on behalf of GEO offer to buy out any Awards previously granted based on such terms and conditions as the Committee shall determine which shall be communicated to the Participants at the time such offer is made.

(j) ***Use of Proceeds***. The proceeds received by GEO from the sale of Common Stock pursuant to Awards granted under the Plan shall constitute general funds of GEO.

(k) ***Modification or Substitution of an Award***.

(i) ***Generally***. Subject to the terms and conditions of the Plan, the Committee may modify outstanding Awards. Notwithstanding the following, no modification of an Award shall adversely affect any rights or obligations of the Participant under the applicable Award Agreement without the Participant's consent. The Committee in its sole and absolute discretion may rescind, modify, or waive any vesting requirements or other conditions applicable to an Award.

(ii) ***Limitation on Repricing***. Unless such action is approved by GEO's shareholders in ***accordance*** with applicable law: (i) no outstanding Option or Stock Appreciation Right granted under the Plan may be amended to provide an Exercise Price that is lower than the then-current Exercise Price of such outstanding Option or Stock Appreciation Right (other than adjustments to the Exercise Price pursuant to Sections 5 (f) and 12); (ii) the Committee may not cancel any outstanding Option or Stock Appreciation Right when its Exercise Price is equal to or greater than the Fair Market Value of the underlying Common Stock and grant in substitution therefore new Awards, equity, cash or other property (other than adjustments pursuant to Section 12); (iii) the Committee may not authorize the repurchase of an outstanding Option or Stock Appreciation Right which has an Exercise Price that is higher than the then-current fair market value of the Common Stock (other than adjustments pursuant to Section 12); (iv) the Committee may not cancel any outstanding Option or Stock Appreciation Right and grant in substitution therefore new Awards as part of a strategy to materially enhance the position of the holder of such Options or Stock Appreciation Rights with respect to their value as of the time of such substitution (other than adjustments pursuant to Section 12), and (v) the Committee may not take any other action that is treated as a repricing under generally accepted accounting principles (other than adjustments pursuant to Sections 5(f) and 12). A cancellation and exchange or substitution described in clauses (ii) and (iv) of the preceding sentence will be considered a repricing regardless of whether the Option, Restricted Stock or other equity is delivered simultaneously with the cancellation, regardless of whether it is treated as a repricing under generally accepted accounting principles, and regardless of whether it is voluntary on the part of the Participant.

(l) ***Amendment and Termination of Plan***. The Board may, at any time and from time to time, amend, suspend or terminate the Plan as to any shares of Common Stock as to which Awards have not been granted; *provided*, *however*, that the approval of the shareholders of GEO in accordance with applicable law and the Articles of Incorporation and Bylaws of GEO shall be required for any amendment (other than those permitted under Section 5 or 12): (i) that changes the class of individuals eligible to receive Awards under the Plan; (ii) that increases the maximum number of shares of Common Stock in the aggregate that may be subject to Awards that are granted under the Plan; or (iii) that proposes to eliminate a requirement provided herein that the shareholders of GEO must approve an action to be undertaken under the Plan. Except as permitted under Section 5 or Section 12 hereof, no amendment, suspension or termination of the Plan shall, without the consent of the holder of an Award, alter or impair rights or obligations under any Award theretofore granted under the Plan. Awards granted prior to the termination of the Plan may extend beyond the date the Plan is terminated and shall continue subject to the terms of the Plan as in effect on the date the Plan is terminated.

(m) ***Code Section 409A***. The Award Agreement for any Award that the Committee reasonably determines to constitute "nonqualified deferred compensation plan" under Code Section 409A (a "Section 409A Plan"), and the provisions of the Plan applicable to that Award, shall be construed in a manner consistent with the applicable requirements of Code Section 409A, and the Committee, in its sole discretion and without the consent of any Participant, may amend any Award Agreement (and the provisions of the Plan applicable thereto) if and to the extent that the Committee determines that such amendment is necessary or appropriate to comply with the requirements of Code Section 409A. If any Award constitutes a Section 409A Plan, then the Award shall be subject to the following additional requirements, if and to the extent required to comply with Code Section 409A:

(i) Payments under the Section 409A Plan may not be made earlier than (u) the Participant's "separation from service", (v) the date the Participant becomes "disabled", (w) the Participant's death, (x) a "specified time (or pursuant to a fixed schedule)" specified in the Award Agreement at the date of the deferral of such compensation, (y) a "change in the ownership or effective control of the corporation, or in the ownership of a substantial portion of the assets" of the corporation, or (z) the occurrence of an "unforeseeable emergency";

(ii) The time or schedule for any payment of the deferred compensation may not be accelerated, except to the extent provided in applicable Treasury Regulations or other applicable guidance issued by the Internal Revenue Service;

(iii) Any elections with respect to the deferral of such compensation or the time and form of distribution of such deferred compensation shall comply with the requirements of Code Section 409A(a)(4); and

(iv) In the case of any Participant who is a “specified employee”, a distribution on account of a “separation from service” may not be made before the date which is six months after the date of the Participant’s “separation from service” (or, if earlier, the date of the Participant’s death).

(v) For purposes of the foregoing, the terms in quotations shall have the same meanings as those terms have for purposes of Code Section 409A, and the limitations set forth herein shall be applied in such manner (and only to the extent) as shall be necessary to comply with any requirements of Code Section 409A that are applicable to the Award.

(n) ***Notification of 83(b) Election***. If in connection with the grant of any Award, any Participant makes an election permitted under Code Section 83(b), such Participant must notify GEO in writing of such election within ten (10) days of filing such election with the Internal Revenue Service.

(o) ***Detrimental Activity***. All Awards shall be subject to cancellation by the Committee in accordance with the terms of this Section 15(o) if the Participant engages in any Detrimental Activity. To the extent that a Participant engages in any Detrimental Activity at any time prior to, or during the one year period after, any exercise or vesting of an Award but prior to a Change in Control, the Company shall, upon the recommendation of the Committee, in its sole and absolute discretion, be entitled to (i) immediately terminate and cancel any Awards held by the Participant that have not yet been exercised, and/or (ii) with respect to Awards of the Participant that have been previously exercised, recover from the Participant at any time within two (2) years after such exercise but prior to a Change in Control (and the Participant shall be obligated to pay over to the Company with respect to any such Award previously held by such Participant): (A) with respect to any Options exercised, an amount equal to the excess of the Fair Market Value of the Common Stock for which any Option was exercised over the Exercise Price paid (regardless of the form by which payment was made) with respect to such Option; (B) with respect to any Award other than an Option, any shares of Common Stock granted and vested pursuant to such Award, and if such shares are not still owned by the Participant, the Fair Market Value of such shares on the date they were issued, or if later, the date all vesting restrictions were satisfied; and (C) any cash or other property (other than Common Stock) received by the Participant from the Company pursuant to an Award. Without limiting the generality of the foregoing, in the event that a Participant engages in any Detrimental Activity at any time prior to any exercise of an Award and the Company exercises its remedies pursuant to this Section 15(o) following the exercise of such Award, such exercise shall be treated as having been null and void, provided that the Company will nevertheless be entitled to recover the amounts referenced above.

(p) ***Disclaimer of Rights***. No provision in the Plan, any Award granted hereunder, or any Award Agreement entered into pursuant to the Plan shall be construed to confer upon any individual the right to remain in the employ of or other service with the Company or to interfere in any way with the right and authority of the Company either to increase or decrease the compensation of any individual, including any holder of an Award, at any time, or to terminate any employment or other relationship between any individual and the Company. The grant of an Award pursuant to the Plan shall not affect or limit in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure or to merge, consolidate, dissolve or liquidate, or to sell or transfer all or any part of its business or assets.

(q) ***Unfunded Status of Plan***. The Plan is intended to constitute an “unfunded” plan for incentive ***and*** deferred compensation. With respect to any payments as to which a Participant has a fixed and vested interest but which are not yet made to such Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company.

(r) ***Nonexclusivity of Plan***. The adoption of the Plan shall not be construed as creating any limitations upon the right and authority of the Board to adopt such other incentive compensation arrangements (which arrangements may be applicable either generally to a class or classes of individuals or specifically to a particular individual or individuals) as the Board in its sole and absolute discretion determines desirable.

(s) ***Other Benefits***. No Award payment under the Plan shall be deemed compensation for purposes of computing benefits under any retirement plan of the Company or any agreement between a Participant and the Company, nor affect any benefits under any other benefit plan of the Company now or subsequently in effect under which benefits are based upon a Participant’s level of compensation.

(t) ***Headings***. The section headings in the Plan are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

(u) ***Pronouns***. The use of any gender in the Plan shall be deemed to include all genders, and the use of the singular shall be deemed to include the plural and vice versa, wherever it appears appropriate from the context.

(v) ***Successors and Assigns***. The Plan shall be binding on all successors of the Company and all successors and permitted assigns of a Participant, including, but not limited to, a Participant's estate, devisee, or heir at law.

(w) ***Severability***. If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

(x) ***Notices***. Any communication or notice required or permitted to be given under the Plan shall be in writing, and mailed by registered or certified mail or delivered by hand, to GEO, to its principal place of business, attention: John J. Bulfin, General Counsel, The GEO Group Inc., and if to the holder of an Award, to the address as appearing on the records of the Company.

ANNEX A
DEFINITIONS

"2014 Award" means any outstanding award under the 2014 Plan that can be settled in Common Stock.

"***2014 Plan"*** means the amended and restated The GEO Group, Inc. 2014 Stock Incentive Plan, effective May 2, 2014.

"Award" means any Common Stock, Option, Performance Unit, Performance Share, Performance Share Unit, Restricted Stock, Stock Appreciation Right or any other award granted pursuant to the Plan.

"Award Agreement" means a written agreement entered into by GEO and a Participant setting forth the terms and conditions of the grant of an Award to such Participant.

"Board" means the board of directors of GEO.

"Cause" means, with respect to a termination of employment or other service with the Company, a termination of employment or other service due to a Participant's dishonesty, fraud, insubordination, willful misconduct, refusal to perform services (for any reason other than illness or incapacity) or materially unsatisfactory performance of the Participant's duties for the Company; *provided, however,* that if the Participant and the Company have entered into an employment agreement or consulting agreement which defines the term Cause, the term Cause shall be defined in accordance with such agreement with respect to any Award granted to the Participant on or after the effective date of the respective employment or consulting agreement. The Committee shall determine in its sole and absolute discretion whether Cause exists for purposes of the Plan.

"Change in Control" shall be deemed to occur upon the occurrence of any of the following after the Effective Date:

(a) any "person" as such term is used in Sections 13(d) and 14(d) of the Exchange Act (other than GEO, any trustee or other fiduciary holding securities under any employee benefit plan of the Company, or any company owned, directly or indirectly, by the shareholders of GEO in substantially the same proportions as their ownership of common stock of GEO), is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of GEO representing thirty percent (30%) or more of the combined voting power of GEO's then outstanding securities;

(b) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in paragraph (a), (c), or (d) of this Section) whose election by the Board or nomination for election by GEO's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the Board;

(c) consummation of a merger, consolidation, reorganization, or other business combination of GEO with any other entity, other than a merger or consolidation which would result in the voting securities of GEO outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than fifty percent (50%) of the combined voting power of the voting securities of GEO or such surviving entity outstanding immediately after such merger or consolidation; provided, however, that a merger or consolidation effected to implement a recapitalization of GEO (or similar transaction) in which no person acquires more than twenty-five percent (25%) of the combined voting power of GEO's then outstanding securities shall not constitute a Change in Control; or

(d) the shareholders of GEO approve a plan of complete liquidation of GEO, and such liquidation occurs, or the consummation of the sale or disposition by GEO of all or substantially all of GEO's assets other than (x) the sale or disposition of all or substantially all of the assets of GEO to a person or persons who beneficially own, directly or indirectly, at least fifty percent (50%) or more of the combined voting power of the outstanding voting securities of GEO at the time of the sale or (y) pursuant to a spin-off type transaction, directly or indirectly, of such assets to the shareholders of GEO.

However, to the extent that Code Section 409A would cause an adverse tax consequence to a Participant using the above definition, the term "Change in Control" shall have the meaning ascribed to the phrase "Change in the Ownership or Effective Control of a Corporation or in the Ownership of a Substantial Portion of the Assets of a Corporation" under Treasury Department Proposed Regulation 1.409A-3(g)(5), as revised from time to time in either subsequent proposed or final regulations, and in the event that such regulations are withdrawn or such phrase (or a substantially similar phrase) ceases to be defined, as determined by the Committee.

"Change in Control Price" means the price per share of Common Stock paid in any transaction related to a Change in Control of GEO.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Committee" means the Committee designated to administer the Plan in accordance with Section 4.

"Common Stock" means the common stock, par value $0.01 per share, of GEO.

"Company" means The GEO Group, Inc., a Florida corporation, the subsidiaries of The GEO Group, Inc., and all other entities whose financial statements are required to be consolidated with the financial statements of The GEO Group, Inc. pursuant to United States generally accepted accounting principles, and any other entity determined to be an affiliate of The GEO Group, Inc. as determined by the Committee in its sole and absolute discretion.

"Covered Individual" means any current or former member of the Committee, any current or former officer or director of the Company, or any individual designated pursuant to Section 4(c).

"Detrimental Activity" means any of the following: (i) the disclosure to anyone outside the Company, or the use in other than the Company's business, without written authorization from the Company, of any confidential information or proprietary information, relating to the business of the Company, acquired by a Participant prior to a termination of the Participant's employment or service with the Company; (ii) activity while employed or providing services that is classified by the Company as a basis for a termination for Cause; (iii) the Participant's Disparagement, or inducement of others to do so, of the Company or its past or present officers, directors, employees or services; or (iv) any other conduct or act determined by the Committee, in its sole discretion, to be injurious, detrimental or prejudicial to the interests of the Company. For purposes of subparagraph (i) above, the Chief Executive Officer and the General Counsel of the Company shall each have authority to provide the Participant with written authorization to engage in the activities contemplated thereby and no other person shall have authority to provide the Participant with such authorization.

"Disability" means a "permanent and total disability" within the meaning of Code Section 22(e)(3); *provided, however,* that if a Participant and the Company have entered into an employment or consulting agreement which defines the term Disability for purposes of such agreement, Disability shall be defined pursuant to the definition in such agreement with respect to any Award granted to the Participant on or after the effective date of the respective employment or consulting agreement. The Committee shall determine in its sole and absolute discretion whether a Disability exists for purposes of the Plan.

"Disparagement" means making any comments or statements to the press, the Company's employees, clients or any other individuals or entities with whom the Company has a business relationship, which could adversely affect in any manner: (i) the conduct of the business of the Company (including, without limitation, any products or business plans or prospects), or (ii) the business reputation of the Company or any of its products, or its past or present officers, directors or employees.

"Dividend Equivalents" means an amount equal to the cash dividends paid by the Company upon one share of Common Stock subject to an Award granted to a Participant under the Plan.

"Effective Date" shall mean March 9, 2018, subject to the Plan being approved by the shareholders of GEO in accordance with the laws of the State of Florida.

"Eligible Individual" means any employee, officer, director (employee or non-employee director) or consultant of the Company and any Prospective Employee to whom Awards are granted in connection with an offer of future employment with the Company.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exercise Price" means the purchase price per share of each share of Common Stock subject to an Award.

"Fair Market Value" means, unless otherwise required by the Code, as of any date, the last sales price reported for the Common Stock on the day immediately prior to such date (i) as reported by the national securities exchange in the United States on which it is then traded, or (ii) if not traded on any such national securities exchange, as quoted on an automated quotation system sponsored by the National Association of Securities Dealers, Inc., or if the Common Stock shall not have been reported or quoted on such date, on the first day prior thereto on which the Common Stock was reported or quoted; *provided, however,* that the Committee may modify the definition of Fair Market Value to reflect any changes in the trading practices of any exchange or automated system sponsored by the National Association of Securities Dealers, Inc. on which the Common Stock is listed or traded. If the Common Stock is not readily traded on a national securities exchange or any system sponsored by the National Association of Securities Dealers, Inc., the Fair Market Value shall be determined in good faith by the Committee.

"GEO" means The GEO Group, Inc., a Florida corporation.

"Grant Date" means the date on which the Committee approves the grant of an Award or such later date as is specified by the Committee and set forth in the applicable Award Agreement.

"Incentive Stock Option" means an "incentive stock option" within the meaning of Code Section 422.

"Listing Market" means the New York Stock Exchange or, if the securities of the Company are not then listed on the New York Stock Exchange, such other national securities exchange on which any securities of the Company are listed for trading, and if not listed for trading on any national securities exchange, or an automated quotation system sponsored by the Financial Industry Regulatory Authority.

"Non-Employee Director" means a director of GEO who is not an active employee of the Company.

"Non-Qualified Stock Option" means an Option that is not an Incentive Stock Option.

"Option" means an option to purchase Common Stock granted pursuant to Sections 6 of the Plan.

"Participant" means any Eligible Individual who holds an Award under the Plan and any of such individual's successors or permitted assigns.

"Performance Award" means an award of Performance Shares, Performance Share Units or Performance Units.

"Performance Goals" means the specified performance goals that have been established by the Committee in connection with an Award.

"Performance Period" means the period during which Performance Goals must be achieved in connection with an Award granted under the Plan.

"Performance Shares" means Restricted Stock that is subject to the achievement of certain Performance Goals being attained during a Performance Period pursuant to Section 9 hereunder.

"Performance Share Unit" means a right to receive a fixed number of shares of Common Stock, or the cash equivalent, that is contingent on the achievement of certain Performance Goals during a Performance Period.

"Performance Unit" means a right to receive a designated dollar value, or shares of Common Stock of the equivalent value, that is contingent on the achievement of certain Performance Goals during a Performance Period.

"Person" shall mean any person, corporation, partnership, joint venture or other entity or any group (as such term is defined for purposes of Section 13(d) of the Exchange Act), other than a parent or subsidiary.

"Plan" means this The GEO Group, Inc. 2018 Stock Incentive Plan.

"Prospective Employee" means any individual who has committed to become an employee of the Company within sixty (60) days from the date an Award is granted to such individual.

"Restricted Stock" means Common Stock subject to certain restrictions, as determined by the Committee, and granted pursuant to Section 8 hereunder.

"Section 424 Employee" means an employee of GEO or any "subsidiary corporation" or "parent corporation" as such terms are defined in and in accordance with Code Section 424. The term "Section 424 Employee" also includes employees of a corporation issuing or assuming any Options in a transaction to which Code Section 424(a) applies.

"Stock Appreciation Right" means the right to receive all or some portion of the increase in value of a fixed number of shares of Common Stock granted pursuant to Section 7 hereunder.

"Transfer" means, as a noun, any direct or indirect, voluntary or involuntary, exchange, sale, bequeath, pledge, mortgage, hypothecation, encumbrance, distribution, transfer, gift, assignment or other disposition or attempted disposition of, and, as a verb, directly or indirectly, voluntarily or involuntarily, to exchange, sell, bequeath, pledge, mortgage, hypothecate, encumber, distribute, transfer, give, assign or in any other manner whatsoever dispose or attempt to dispose of.

(Back To Top)

Section 3: EX-99.1 (EX-99.1)

Exhibit 99.1

The GEO Group, Inc.

NEWS RELEASE

One Park Place, Suite 700 ■ 621 Northwest 53rd Street ■ Boca Raton, Florida 33487 ■ www.geogroup.com
CR-18-08

THE GEO GROUP REPORTS FIRST QUARTER 2018 RESULTS

- **1Q18 Net Income Attributable to GEO of $0.29 per diluted share**
- **1Q18 AFFO of $0.57 per diluted share**
- **Updated FY2018 guidance for Net Income Attributable to GEO of $1.27-$1.35; Adjusted Net Income of $1.30-$1.38; and AFFO of $2.45-$2.53 per diluted share**

Boca Raton, Fla. – April 26, 2018 — The GEO Group, Inc. (NYSE: GEO) ("GEO"), a fully integrated equity real estate investment trust ("REIT") and a leading provider of evidence-based offender rehabilitation and community reentry services around the globe, reported today its financial results for the first quarter 2018.

First Quarter 2018 Highlights

- **Net Income Attributable to GEO of $35.0 million, or $0.29 per diluted share**
- **Net Operating Income of $146.0 million**
- **Normalized FFO of $0.43 per diluted share**
- **AFFO of $0.57 per diluted share**
- **Repurchased over 1.8 million shares of common stock for approximately $40.0 million during 1Q18**

GEO reported first quarter 2018 net income attributable to GEO of $35.0 million, or $0.29 per diluted share, compared to $40.4 million, or $0.35 per diluted share, for the first quarter 2017. GEO reported total revenues for the first quarter 2018 of $564.9 million up from $550.6 million for the first quarter 2017.

GEO reported first quarter 2018 Normalized Funds From Operations ("Normalized FFO") of $52.6 million, or $0.43 per diluted share, compared to $58.1 million, or $0.51 per diluted share, in the first quarter 2017. GEO reported first quarter 2018 Adjusted Funds From Operations ("AFFO") of $69.8 million, or $0.57 per diluted share, compared to $74.0 million, or $0.65 per diluted share, in the first quarter 2017.

George C. Zoley, Chairman and Chief Executive Officer of GEO, said, "We are pleased with our first quarter results and our improved outlook for the balance of 2018. We continue to be optimistic about the demand for our services and are pursuing a number of quality growth opportunities. We also recognize that we can enhance our shareholders' value by repurchasing our common shares at times when we believe our stock is undervalued. During the first quarter, we repurchased over 1.8 million shares of our common stock. Our board and our management team remain focused on effectively allocating capital to drive long-term, sustainable value for our shareholders."

— More —

Contact: Pablo E. Paez (866) 301 4436
Executive Vice President, Corporate Relations

Stock Repurchase Program

During the first quarter 2018, GEO repurchased over 1.8 million shares of its common stock for approximately $40.0 million under the $200.0 million stock repurchase program approved by GEO's Board of Directors.

The stock repurchase program is intended to be implemented through purchases made from time to time in the open market or in privately negotiated transactions, in accordance with applicable Securities and Exchange Commission requirements. The stock repurchase program does not obligate GEO to purchase any specific amount of its common stock and may be suspended or extended at any time at the discretion of GEO's Board of Directors.

Quarterly Dividend

On April 11, 2018, GEO's Board of Directors declared a quarterly cash dividend of $0.47 per share. The quarterly cash dividend will be paid on May 3, 2018 to shareholders of record as of the close of business on April 23, 2018. The declaration of future quarterly cash dividends is subject to approval by GEO's Board of Directors and to meeting the requirements of all applicable laws and regulations. GEO's Board of Directors retains the power to modify its dividend policy as it may deem necessary or appropriate in the future.

2018 Financial Guidance

GEO updated its financial guidance for the full-year 2018 and issued financial guidance for the second quarter 2018.

GEO expects full-year 2018 total revenue to be approximately $2.3 billion. GEO expects full-year 2018 Net Income Attributable to GEO to be in a range of $1.27 to $1.35 per diluted share. GEO expects full-year 2018 Adjusted Net Income to be in a range of $1.30 to $1.38 per diluted share. GEO expects full-year 2018 AFFO to be in a range of $2.45 to $2.53 per diluted share.

GEO's full-year 2018 guidance does not assume the reactivation of any of GEO's approximately 7,000 idle or underutilized beds or any additional share repurchases under GEO's $200.0 million share repurchase program beyond the over 1.8 million shares of common stock that were repurchased during the first quarter 2018.

For the second quarter 2018, GEO expects total revenues to be in a range of $571 million to $576 million. GEO expects second quarter 2018 Net Income Attributable to GEO to be in a range of $0.30 to $0.32 per diluted share. GEO expects second quarter 2018 Adjusted Net Income to be in a range of $0.31 to $0.33 per diluted share and AFFO to be in a range of $0.59 to $0.61 per diluted share.

— More —

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Executive Vice President, Corporate Relations

Reconciliation Tables and Supplemental Information

GEO has made available Supplemental Information which contains reconciliation tables of Net Income Attributable to GEO to Net Operating Income, Net Income to EBITDAre (EBITDA for real estate) and Adjusted EBITDAre (Adjusted EBITDA for real estate), Net Income Attributable to GEO to Adjusted Net Income, and Net Income Attributable to GEO to FFO, Normalized FFO and AFFO along with supplemental financial and operational information on GEO's business and other important operating metrics. The reconciliation tables are also presented herein. Please see the section of this press release below titled "Note to Reconciliation Tables and Supplemental Disclosure - Important Information on GEO's Non-GAAP Financial Measures" for information on how GEO defines these supplemental Non-GAAP financial measures and reconciles them to the most directly comparable GAAP measures. GEO's Reconciliation Tables can be found herein and in GEO's Supplemental Information which is available on GEO's Investor Relations webpage at investors.geogroup.com.

Conference Call Information

GEO has scheduled a conference call and simultaneous webcast for today at 11:00 AM (Eastern Time) to discuss GEO's first quarter 2018 financial results as well as its progress and outlook. The call-in number for the U.S. is 1-877-250-1553 and the international call-in number is 1-412-542-4145. In addition, a live audio webcast of the conference call may be accessed on the Events and Webcasts section of GEO's investor relations webpage at investors.geogroup.com. A replay of the webcast will be available on the website for one year. A telephonic replay of the conference call will be available until May 10, 2018 at 1-877-344-7529 (U.S.) and 1-412-317-0088 (International). The participant passcode for the telephonic replay is 10119677.

About The GEO Group

The GEO Group, Inc. (NYSE: GEO) is the first fully integrated equity real estate investment trust specializing in the design, financing, development, and operation of correctional, detention, and community reentry facilities around the globe. GEO is the world's leading provider of diversified correctional, detention, community reentry, and electronic monitoring services to government agencies worldwide with operations in the United States, Australia, South Africa, and the United Kingdom. GEO's worldwide operations include the ownership and/or management of 141 facilities totaling approximately 96,000 beds, including projects under development, with a growing workforce of approximately 23,000 professionals.

— More —

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Executive Vice President, Corporate Relations

Note to Reconciliation Tables and Supplemental Disclosure –

Important Information on GEO's Non-GAAP Financial Measures

Net Operating Income, EBITDAre, Adjusted EBITDAre, Funds from Operations, Normalized Funds from Operations, Adjusted Funds from Operations, and Adjusted Net Income are non-GAAP financial measures that are presented as supplemental disclosures. GEO has presented herein certain forward-looking statements about GEO's future financial performance that include non-GAAP financial measures, including, Net Operating Income, Adjusted EBITDAre, FFO, Normalized FFO, and AFFO. The determination of the amounts that are excluded from these non-GAAP financial measures is a matter of management judgment and depends upon, among other factors, the nature of the underlying expense or income amounts recognized in a given period. While we have provided a high level reconciliation for the guidance ranges for full year 2018, we are unable to present a more detailed quantitative reconciliation of the forward-looking non-GAAP financial measures to their most directly comparable forward-looking GAAP financial measures because management cannot reliably predict all of the necessary components of such GAAP measures. The quantitative reconciliation of the forward-looking non-GAAP financial measures will be provided for completed annual and quarterly periods, as applicable, calculated in a consistent manner with the quantitative reconciliation of non-GAAP financial measures previously reported for completed annual and quarterly periods.

Tax Cuts and Jobs Act ("TCJA") Impact. We recorded a net charge of $0.3 million related to the TCJA during the three months ended March 31, 2018. As of March 31, 2018, we have not completed our accounting for the tax effects of the TCJA. Our net charge is provisional based on reasonable estimates for those tax effects. Changes to these estimates or new guidance issued by regulators may materially impact our provision for income taxes and effective tax rate in the period in which the adjustments are made. Our accounting for the tax effects of the TCJA will be completed during the measurement period, which should not extend beyond the fourth quarter of 2018. We have provided non-GAAP financial measures related to the TCJA to aid investors in better understanding our performance. We believe these non-GAAP measures aid investors by providing additional insight into our operational performance and help clarify trends affecting our business. For comparability of reporting, management considers non-GAAP measures in conjunction with GAAP financial results in evaluating business performance. The non-GAAP financial measures presented in this release should not be considered as a substitute for, or superior to, the measures of financial performance prepared in accordance with GAAP.

Net Operating Income is defined as revenues less operating expenses, excluding depreciation and amortization expense, general and administrative expenses, real estate related operating lease expense, and start-up expenses, pre-tax. Net Operating Income is calculated as net income adjusted by subtracting equity in earnings of affiliates, net of income tax provision, and by adding income tax (benefit) provision, interest expense, net of interest income, depreciation and amortization expense, general and administrative expenses, and real estate related operating lease expense.

EBITDAre (EBITDA for real estate) is defined as net income adjusted by adding provisions for income tax, interest expense, net of interest income, depreciation and amortization, and gain on sale of real estate assets, pre-tax. Adjusted EBITDAre (Adjusted EBITDA for real estate) is defined as EBITDAre adjusted for net income/loss attributable to non-controlling interests, stock-based compensation expenses, pre-tax, and certain other adjustments as defined from time to time, including for the periods presented merger and acquisition ("M&A") related expenses (including transition related expenses), pre-tax. Given the nature of our business as a real estate owner and operator, we believe that EBITDAre and Adjusted EBITDAre are helpful to investors as measures of our operational performance because they provide an indication of our ability to incur and service debt, to satisfy general operating expenses, to make capital expenditures and to fund other cash needs or reinvest cash into our business.

— More —

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Executive Vice President, Corporate Relations

We believe that by removing the impact of our asset base (primarily depreciation and amortization) and excluding certain non-cash charges, amounts spent on interest and taxes, and certain other charges that are highly variable from year to year, EBITDAre and Adjusted EBITDAre provide our investors with performance measures that reflect the impact to operations from trends in occupancy rates, per diem rates and operating costs, providing a perspective not immediately apparent from net income attributable to GEO.

The adjustments we make to derive the non-GAAP measures of EBITDAre and Adjusted EBITDAre exclude items which may cause short-term fluctuations in income from continuing operations and which we do not consider to be the fundamental attributes or primary drivers of our business plan and they do not affect our overall long-term operating performance. EBITDAre and Adjusted EBITDAre provide disclosure on the same basis as that used by our management and provide consistency in our financial reporting, facilitate internal and external comparisons of our historical operating performance and our business units and provide continuity to investors for comparability purposes.

Funds From Operations, or FFO, is defined in accordance with standards established by the National Association of Real Estate Investment Trusts, or NAREIT, which defines FFO as net income/loss attributable to common shareholders (computed in accordance with United States Generally Accepted Accounting Principles), excluding real estate related depreciation and amortization, excluding gains and losses from the cumulative effects of accounting changes, extraordinary items and sales of properties, and including adjustments for unconsolidated partnerships and joint ventures. Normalized Funds from Operations, or Normalized FFO, is defined as FFO adjusted for certain items which by their nature are not comparable from period to period or that tend to obscure GEO’s actual operating performance, including for the periods presented net TCJA impact, M&A related expenses (including transition related expenses), and tax effect of adjustments related to M&A expenses.

Adjusted Funds From Operations, or AFFO, is defined as Normalized FFO adjusted by adding non-cash expenses such as non-real estate related depreciation and amortization, stock based compensation expense, the amortization of debt issuance costs, discount and/or premium and other non-cash interest, and by subtracting recurring consolidated maintenance capital expenditures.

Adjusted Net Income is defined as Net Income Attributable to GEO adjusted for certain items which by their nature are not comparable from period to period or that tend to obscure GEO’s actual operating performance, including for the periods presented net TCJA impact, M&A related expenses (including transition related expenses), net of tax, and gain on sale of real estate assets, net of tax.

Because of the unique design, structure and use of our correctional facilities, we believe that assessing the performance of our correctional facilities without the impact of depreciation or amortization is useful and meaningful to investors. Although NAREIT has published its definition of FFO, companies often modify this definition as they seek to provide financial measures that meaningfully reflect their distinctive operations. We have modified FFO to derive Normalized FFO and AFFO that meaningfully reflect our operations.

— More —

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Our assessment of our operations is focused on long-term sustainability. The adjustments we make to derive the non-GAAP measures of Normalized FFO and AFFO exclude items which may cause short-term fluctuations in net income attributable to GEO but have no impact on our cash flows, or we do not consider them to be fundamental attributes or the primary drivers of our business plan and they do not affect our overall long-term operating performance. We may make adjustments to FFO from time to time for certain other income and expenses that do not reflect a necessary component of our operational performance on the basis discussed above, even though such items may require cash settlement. Because FFO, Normalized FFO and AFFO exclude depreciation and amortization unique to real estate as well as non-operational items and certain other charges that are highly variable from year to year, they provide our investors with performance measures that reflect the impact to operations from trends in occupancy rates, per diem rates, operating costs and interest costs, providing a perspective not immediately apparent from Net Income Attributable to GEO.

We believe the presentation of FFO, Normalized FFO and AFFO provide useful information to investors as they provide an indication of our ability to fund capital expenditures and expand our business. FFO, Normalized FFO and AFFO provide disclosure on the same basis as that used by our management and provide consistency in our financial reporting, facilitate internal and external comparisons of our historical operating performance and our business units and provide continuity to investors for comparability purposes. Additionally, FFO, Normalized FFO and AFFO are widely recognized measures in our industry as a real estate investment trust.

Safe-Harbor Statement

This press release contains forward-looking statements regarding future events and future performance of GEO that involve risks and uncertainties that could materially affect actual results, including statements regarding financial guidance for the second quarter of 2018 and full year 2018, the assumptions underlying such guidance, and statements regarding future project activations and growth opportunities. Factors that could cause actual results to vary from current expectations and forward-looking statements contained in this press release include, but are not limited to: (1) GEO's ability to meet its financial guidance for 2018 given the various risks to which its business is exposed; (2) GEO's ability to fully implement its announced stock repurchase program and the timing and amounts of any future stock repurchases; (3) GEO's ability to declare future quarterly cash dividends and the timing and amount of such future cash dividends; (4) GEO's ability to successfully pursue further growth and continue to create shareholder value; (5) risks associated with GEO's ability to control operating costs associated with contract start-ups; (6) GEO's ability to timely open facilities as planned, profitably manage such facilities and successfully integrate such facilities into GEO's operations without substantial costs; (7) GEO's ability to win management contracts for which it has submitted proposals and to retain existing management contracts; (8) GEO's ability to obtain future financing on acceptable terms; (9) GEO's ability to sustain company-wide occupancy rates at its facilities; (10) GEO's ability to access the capital markets in the future on satisfactory terms or at all; (11) the impact of any future regulations or guidance on the Tax Cuts and Jobs Act; (12) GEO's ability to remain qualified as a REIT; (13) the incurrence of REIT related expenses; and (14) other factors contained in GEO's Securities and Exchange Commission periodic filings, including its Form 10-K, 10-Q and 8-K reports.

— More —

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First quarter financial tables to follow:

Condensed Consolidated Statements of Operations*
(Unaudited)

	Q1 2018 (unaudited)	Q1 2017 (unaudited)
Revenues	$ 564,917	$ 550,614
Operating expenses	426,709	414,707
Depreciation and amortization	31,926	28,949
General and administrative expenses	41,832	42,586
Operating income	**64,450**	**64,372**
Interest income	9,099	11,977
Interest expense	(35,869)	(35,000)
Income before income taxes and equity in earnings of affiliates	**37,680**	**41,349**
Provision(benefit) for income taxes	4,755	2,470
Equity in earnings of affiliates, net of income tax provision	1,995	1,487
Net income	**34,920**	**40,366**
Less: Net loss attributable to noncontrolling interests	67	37
Net income attributable to The GEO Group, Inc.	**$ 34,987**	**$ 40,403**
Weighted Average Common Shares Outstanding:		
Basic	121,768	113,599
Diluted	122,304	114,478
Income per Common Share Attributable to The GEO Group, Inc. :		
Basic:		
Net income per share — basic	$ 0.29	$ 0.36
Diluted:		
Net income per share — diluted	$ 0.29	$ 0.35
Regular Dividends Declared per Common Share	$ 0.47	$ 0.47

* all figures in ‘000s, except per share data

Reconciliation of Net Income Attributable to GEO to Adjusted Net Income
(In thousands, except per share data)(Unaudited)

	Q1 2018	Q1 2017
Net Income attributable to GEO	$ 34,987	$ 40,403
Add:		
Net Tax Cuts and Jobs Act Impact	304	—
M&A related expenses, net of tax	—	2,584
Gain on sale of real estate assets, net of tax	(98)	(261)
Adjusted Net Income	**$35,193**	**$42,726**
Weighted average common shares outstanding - Diluted	122,304	114,478
Adjusted Net Income Per Diluted Share	**$ 0.29**	**$ 0.37**

— More —

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Condensed Consolidated Balance Sheets*
(Unaudited)

	As of March 31, 2018 (unaudited)	As of December 31, 2017 (unaudited)
ASSETS		
Cash and cash equivalents	$ 49,235	$ 81,377
Restricted cash and cash equivalents	56,888	44,932
Accounts receivable, less allowance for doubtful accounts	384,637	389,916
Contract receivable, current portion	14,285	18,142
Prepaid expenses and other current assets	31,177	45,342
Total current assets	$ **536,222**	**$ 579,709**
Restricted Cash and Investments	24,394	27,999
Property and Equipment, Net	2,102,011	2,078,123
Non-Current Contract Receivable	407,938	404,309
Assets Held for Sale	—	3,915
Deferred Income Tax Assets	26,277	26,277
Intangible Assets, Net (including goodwill)	1,025,711	1,034,290
Other Non-Current Assets	70,756	72,286
Total Assets	**$ 4,193,309**	**$ 4,226,908**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Accounts payable	$ 84,310	$ 92,587
Accrued payroll and related taxes	57,918	71,732
Accrued expenses and other current liabilities	181,135	176,324
Current portion of capital lease obligations, long-term debt, and non-recourse debt	25,189	28,920
Total current liabilities	$ **348,552**	**$ 369,563**
Non-Current Deferred Income Tax Liabilities	8,757	8,757
Other Non-Current Liabilities	92,286	96,702
Capital Lease Obligations	5,698	6,059
Long-Term Debt	2,240,057	2,181,544
Non-Recourse Debt	359,387	365,364
Shareholders' Equity	**1,138,572**	**1,198,919**
Total Liabilities and Shareholders' Equity	**$ 4,193,309**	**$ 4,226,908**

* all figures in '000s

— More —

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Reconciliation of Net Income Attributable to GEO to FFO, Normalized FFO, and AFFO*
(Unaudited)

	Q1 2018 (unaudited)	Q1 2017 (unaudited)
Net Income attributable to GEO	$ 34,987	$ 40,403
Add:		
Real Estate Related Depreciation and Amortization	17,388	$ 15,386
Gain on sale of real estate assets **	(98)	$ (261)
Equals: NAREIT defined FFO	**$ 52,277**	**$ 55,528**
Add:		
Net Tax Cuts and Jobs Act Impact	304	—
M&A related expenses	—	2,620
Tax Effect of adjustments to Funds From Operations ***	—	(36)
Equals: FFO, normalized	**$ 52,581**	**$ 58,112**
Add:		
Non-Real Estate Related Depreciation & Amortization	14,538	13,563
Consolidated Maintenance Capital Expenditures	(5,323)	(6,423)
Stock Based Compensation Expenses	5,827	4,963
Amortization of debt issuance costs, discount and/or premium and other non-cash interest	2,138	3,806
Equals: AFFO	**$ 69,761**	**$ 74,021**
Weighted average common shares outstanding - Diluted	122,304	114,478
FFO/AFFO per Share - Diluted		
Normalized FFO Per Diluted Share	**$ 0.43**	**$ 0.51**
AFFO Per Diluted Share	**$ 0.57**	**$ 0.65**
Regular Common Stock Dividends per common share	**$ 0.47**	**$ 0.47**

* all figures in ‘000s, except per share data
** no tax impact
*** tax adjustments relate to M&A expenses

— More —

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Reconciliation of Net Income Attributable to GEO to
Net Operating Income, EBITDAre and Adjusted EBITDAre*
(Unaudited)

	Q1 2018 (unaudited)	Q1 2017 (unaudited)
Net Income attributable to GEO	$ 34,987	$ 40,403
Less		
Net loss attributable to noncontrolling interests	67	37
Net Income	**$ 34,920**	**$ 40,366**
Add (Subtract):		
Equity in earnings of affiliates, net of income tax provision	(1,995)	(1,487)
Income tax provision	4,755	2,470
Interest expense, net of interest income	26,770	23,023
Depreciation and amortization	31,926	28,949
General and administrative expenses	41,832	42,586
Net Operating Income, net of operating lease obligations	**$ 138,208**	**$ 135,907**
Add:		
Operating lease expense, real estate	7,781	6,483
Net Operating Income (NOI)	**$ 145,989**	**$ 142,390**

	Q1 2018 (unaudited)	Q1 2017 (unaudited)
Net Income	**$ 34,920**	**$ 40,366**
Income tax provision **	5,461	3,081
Interest expense, net of interest income***	26,770	23,023
Depreciation and amortization	31,926	28,949
Gain on sale of real estate assets, pre-tax	(98)	(261)
EBITDA*re*	**$ 98,979**	**$ 95,158**
Net loss attributable to noncontrolling interests	67	37
Stock based compensation expenses, pre-tax	5,827	4,963
M&A related expenses, pre-tax	—	2,620
Adjusted EBITDA*re*	**$ 104,873**	**$ 102,778**

* all figures in '000s
** including income tax provision on equity in earnings of affiliates
*** includes loss on extinguishment of debt

— More —

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2018 Outlook/Reconciliation
(In thousands, except per share data)
(Unaudited)

	FY 2018		
Net Income Attributable to GEO	$ 155,000	to	$ 165,000
Real Estate Related Depreciation and Amortization	73,000		73,000
Loss on Sale of Real Estate Assets	1,500		1,500
Funds from Operations (FFO)	**$229,500**	to	**$239,500**
Adjustments			
Start-Up Expenses, net of tax	2,000		2,000
Normalized Funds from Operations	**$231,500**	to	**$241,500**
Non-Real Estate Related Depreciation and Amortization	58,500		58,500
Consolidated Maintenance Capex	(22,500)		(22,500)
Non-Cash Stock Based Compensation	21,500		21,500
Non-Cash Interest Expense	9,500		9,500
Adjusted Funds From Operations (AFFO)	**$298,500**	to	**$308,500**
Net Cash Interest Expense	105,000		105,000
Consolidated Maintenance Capex	22,500		22,500
Income Taxes	15,000		15,000
Adjusted EBITDAre	**$441,000**	to	**$451,000**
G&A Expenses	173,000		173,000
Non-Cash Stock Based Compensation	(21,500)		(21,500)
Equity in Earnings of Affiliates	(7,500)		(7,500)
Loss on Sale of Real Estate Assets	(1,500)		(1,500)
Real Estate Related Operating Lease Expense	31,000		31,000
Net Operating Income	**$614,500**	to	**$624,500**
Adjusted Net Income Per Diluted Share	**$ 1.30**	to	**$ 1.38**
AFFO Per Diluted Share	**$ 2.45**	to	**$ 2.53**
Weighted Average Common Shares Outstanding-Diluted	122,000	to	122,000

- End -

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Executive Vice President, Corporate Relations

(Back To Top)

Section 4: EX-99.2 (EX-99.2)

Exhibit 99.2

Participants
CORPORATE PARTICIPANTS

Pablo E. Paez
Executive Vice President-Corporate Relations, The GEO Group, Inc.

George C. Zoley
Chairman, Chief Executive Officer & Founder, The GEO Group, Inc.

Brian R. Evans
Chief Financial Officer & Senior Vice President, The GEO Group, Inc.

J. David Donahue
Senior Vice President & President, U.S. Corrections & Detention, & International Operations, The GEO Group, Inc.

Ann M. Schlarb
Senior Vice President & President, GEO Care, The GEO Group, Inc.

OTHER PARTICIPANTS

Mark W. Strouse
Analyst, JPMorgan Securities LLC

Tobey Sommer
Analyst, SunTrust Robinson Humphrey, Inc.

Management Discussion Section

Operator

Greetings, and welcome to The GEO Group First Quarter 2018 Earnings Call. At this time, all participants will be in a listen-only mode. A question-and-answer session will follow the formal presentation. [Operator Instructions] As a reminder, this conference is being recorded.

I would now like to turn the conference over to your host, Pablo Paez, Executive Vice President, Corporate Relations. Mr. Paez, you may now begin.

Pablo E. Paez

Executive Vice President-Corporate Relations, The GEO Group, Inc.

Thank you, operator. Good morning, everyone, and thank you for joining us for today's discussion of The GEO Group's first quarter 2018 earnings results. With us today are George Zoley, Chairman and Chief Executive Officer; Brian Evans, Chief Financial Officer; Ann Schlarb, President of GEO Care; and David Donahue, President of GEO Corrections & Detention.

This morning we will discuss our first quarter results and current business development activities. We will conclude the call with a question-and-answer session. This conference call is also being webcast live on our website at investors.geogroup.com.

Today, we will discuss non-GAAP basis information. A reconciliation from non-GAAP basis information to GAAP basis results is included in the press release and supplemental disclosure we issued this morning. Additionally, much of the information we will discuss today, including the answers we give in response to your questions, may include forward-looking statements, regarding our beliefs and current expectations with respect to various matters.

These forward-looking statements are intended to fall within the Safe Harbor provisions of the securities laws. Our actual results may differ from those in the forward-looking statements, as a result of various factors contained in our Securities and Exchange Commission filings, including the Form 10-K, 10-Q and 8-K reports.

With that, please allow me to turn this call over to our Chairman and CEO, George Zoley. George?

George C. Zoley

Chairman, Chief Executive Officer & Founder, The GEO Group, Inc.

Thank you, Pablo, and good morning to everyone. We are very pleased with our first quarter results by our diversified business units, which achieved several important operational milestones during the first quarter.

In the United States, our GEO Corrections & Detention business unit completed the transfer of 250 inmates from the State of Idaho to our Karnes Correctional Center in Texas under an emergency contract. At the federal level, the utilization rates at our ICE facilities steadily increased during the first quarter.

Internationally, our GEO Australia subsidiary completed the successful activation and ramp up of the Ravenhall Correctional Center. And in the United Kingdom, our GEOAmey joint venture entered into a 12-year contract for the provision of court escort, custody and secured transportation services in Scotland.

Our GEO Care business unit has continued to develop and implement our GEO Continuum of Care programs across not only the United States, but now with the activation of the Ravenhall project in Australia also internationally. We are pleased that our efforts to reduce recidivism through enhanced rehabilitation programming and post-release services, has begun to attract national recognition.

As we have updated you in our last quarterly call, we are honored to have received the Innovation in Corrections Award from the American Correctional Association during the first quarter. We are extremely proud of this important recognition which was based on the implementation of our GEO Continuum of Care at the Graceville Correctional Facility in Florida.

Since the launching of this pilot program in 2015, we have now implemented our GEO Continuum of Care programs at 15 correctional facilities in the U.S., and more recently at the Ravenhall Center in Australia. We are pleased to have issued our first annual report on the GEO Continuum of Care, highlighting our rehabilitation and post-release programmatic achievements for 2017. A copy of the GEO Continuum of Care annual report can be found on the homepage of our website.

Our GEO Continuum of Care provides enhanced in-custody offender rehabilitation programming, including cognitive behavioral treatment integrated with post-release support services. Every day, nearly 30,000 men and women in our facilities participate in rehabilitation programming, ranging from academic and vocational classes to life skills and treatment programs. Additionally, through our community reentry facilities, more than 15,000 individuals participated in rehabilitation programs.

Looking forward, we expect to continue to expand the delivery of our GEO Continuum of Care programs not only in our correctional facilities, but also in our community reentry segment. These efforts underscore our continued belief that, as a company we are at our best when helping those in our care reenter society as productive and employable citizens. We also believe that the GEO Continuum of Care gives us an important competitive advantage, as we continue to pursue quality growth opportunities across our diversified platform of real estate management and programmatic solutions.

Looking forward to the balance of 2018, we remain optimistic about our future growth prospects and we are currently pursuing several active procurements which total more than 12,000 beds. Several of these opportunities could result in the reactivation of a number of our idle or underutilized facilities, which total approximately 7,000 beds. Our board and our management team remain focused on the effective allocation of capital to enhance long-term value for our shareholders. We believe our dividend continues to be supported by stable and predictable operational cash flows. It remains well within our guided payout ratio of 75% to 80% of AFFO.

As we have expressed to you previously, we also recognize that we can enhance our shareholders' value with the repurchase of our common shares at times when we believe our stock is undervalued. During the first quarter, we repurchased over 1.8 million shares of our common stock for approximately $40 million under our $200 million stock buyback program that has been authorized by our board.

At this time, I'd like to ask our CFO, Brian Evans, to review our results and guidance.

Brian R. Evans

Chief Financial Officer & Senior Vice President, The GEO Group, Inc.

Thank you, George. Good morning everyone. Today we reported first quarter net income attributable to GEO of $0.29 per diluted share and AFFO of $0.57 per diluted share on quarterly revenues of approximately $565 million dollars.

Compared to the first quarter of 2017, our first quarter 2018 results reflect several items including a year-over-year increase of approximately $3.7 million in net interest expense attributable to higher interest rates as well as higher overall outstanding debt balances.

Revised pricing terms under the new 10-year contracts for our Big Spring, Texas facilities, which as we have previously disclosed began on December 1, 2017. Also the issuance of 10.4 million shares of common stock on a post-split basis in March 2017, offset by the repurchase of over 1.8 million shares during the first quarter of 2018.

The refinancing of the term loan under our credit facility in March 2017, the acquisition of Community Education Centers which closed in April 2017, the activation of the Ravenhall Australia project in November of 2017 and the activation of an emergency contract with the State of Idaho for 250 out-of-state beds during the first quarter of 2018.

Moving to our outlook for the balance of 2018, we have updated our guidance for the full year and have issued guidance for the second quarter. We expect full year net income attributable to The GEO to be in a range of $1.27 to $1.35, and adjusted net income to be in a range of $1.30 per diluted share to $1.38 per diluted share on revenue of approximately $2.3 billion dollars. We expect full year AFFO to be in a range of $2.45 per diluted share to $2.53 per diluted share.

Our full year guidance for 2018 does not presently assume the reactivation of any of our approximately 7,000 idle or underutilized beds, which represent upside to our forecast. Additionally, our guidance did not assume any additional share buy backs beyond the over 1.8 million shares that we repurchased during the first quarter under the $200 million dollars share repurchase program that has been authorized by our board.

For the second quarter 2018, we expect total revenues to be in a range of $571 million to $576 million dollars. We expect second quarter 2018 net income attributable to GEO to be in a range of $0.30 to $0.32 and adjusted net income to be in a range of $0.31 to $0.33 per diluted share. We expect the AFFO for the second quarter 2018 to be between $0.59 and $0.61 per diluted share.

Looking at our liquidity, we have approximately $500 million dollars in available capacity under revolving credit facility in addition to an accordion feature of $450 million dollars under our credit facility. In terms of our uses of cash, our growth CapEx is expected to be approximately $120 million dollars in 2018, of which approximately $39 million dollars was spent during the first quarter. We also have approximately $10 million dollars in scheduled annual principal payments of debt.

Earlier this month, our board declared a quarterly cash dividend of $0.47 per share or $1.88 per share annualized. Our dividend payment is well within our guided payout ratio of 75% to 80% of AFFO, and we believe it is supported by stable and predictable operational cash flows. As we disclosed earlier this year, our dividend payments for 2017 received more favorable tax treatment for our shareholders than in prior years, and we expect the more favorable treatment for our dividend payments to continue in 2018 and in future years.

At this time, I'll turn the call over to Dave Donahue, for a review of GEO Corrections & Detention.

J. David Donahue

Senior Vice President & President, U.S. Corrections & Detention, & International Operations, The GEO Group, Inc.

Thanks, Brian, and good morning everyone. Our GEO Corrections & Detention business unit had an active first quarter of the year. Looking at our state segment, legislative sessions have largely concluded across the eight state correctional customers and our facilities have been able to provide high-quality services without being impacted by state budgetary constraints.

During the first quarter, we activated a new state partnership with the Idaho Department of Correction, with the transfer of 250 Idaho inmates to our Karnes Correctional Center under an emergency contract for up to 250 out-of-state beds. Several other states continue to face capacity constraints and many of our state customers are facing challenges related to older prison facilities, which need to be replaced with new and more cost-efficient facilities.

In the states where we currently operate, the average age of state prisons range from approximately 30 to 60 years. The State of Kansas recently awarded a contract for the development of a new 2,400-bed facility to replace the state's oldest prison facility. The State of Wisconsin has also discussed the potential development of new facilities to replace one or more of the state's oldest prisons. And more recently, the State of Vermont has also discussed a privately-developed and financed option for a new 1,000-bed correctional facility.

Moving to our federal segment, we are continuing to develop a new 1,000-bed ICE processing center in the Houston area under a new 10-year contract we were awarded by ICE last year. The new center is expected to cost approximately $120 million dollars and will be completed at the end of the third quarter of this year with the expected annualized revenues of $44 million dollars.

With respect to pending federal procurements, the Bureau of Prisons has two active solicitations for the housing of criminal alien populations. Under the CAR 18 solicitation, the BOP is rebidding the management contract for the government-owned 2,355-bed Taft, California facility. GEO operated the Taft facility for 10 years until 2007, and we submitted our proposal last June to manage the facility under a new 10-year contract. An award decision is expected from the BOP by the middle of this year.

Under the CAR 19 procurement, the BOP expects to award up to 9,500 beds at existing facilities. The proposals were submitted last July, with an award decision expected in late 2018. We continue to be encouraged by our recent DOJ directive

regarding increasing population levels in private contract facilities in order to relieve overcrowding in BOP-operated facilities. We have 7,000 idle or underutilized beds and believe we are well-positioned to compete on future BOP opportunities.

Turning to ICE, during the first quarter we experienced a steady increase in the utilization rates across our ICE facilities. We are also awaiting an award decision on a pending procurement for the management of a government-owned, 700-bed Florence, Arizona processing center. ICE also has a pending solicitation for secure transportation services in the San Antonio, Texas area. Proposals were submitted last year and we are currently awaiting an award decision.

Moving to an update on the federal spending bill for fiscal year 2018 that was approved by the United States Congress, this past month the U.S. House of Representatives and the U.S. Senate approved an omnibus appropriations bill funding the federal government through September 30th. The omnibus bill included an increase of approximately $82 million dollars in funding for the U.S. Marshals Service and an increase of approximately $105 million dollars in funding for the BOP. The bill also included an increase in funding for enforcement detention and removal operations under ICE, including funding to support approximately 40,500 detention beds.

Looking forward to the federal government's fiscal year 2019 which begins October 1st, earlier this year the President released his budget request. The President's proposed budget for fiscal year 2019 includes a funding request for ICE, to support the hiring of 2,000 additional ICE law enforcement officers and 750 border patrol agents, as well as a total of 52,000 detention beds.

Moving to our international markets, we are pleased to have completed the activation and ramp up of the Ravenhall Correctional Centre in Australia under a new 25-year contract. The $700 million dollars project, inclusive of our $90 million dollars investment, is expected to generate approximately $75 million in annual revenues based on the 1,000-bed occupancy level. This important contract will provide for quarterly fixed payments for the operation of the facility, plus a service linked payment tied to the delivery of rehabilitation, reentry and recidivism reduction outcomes.

Growing inmate populations continue to drive the need for additional capacity in the states jurisdictions throughout Australia. Two of the facilities we currently operate in New South Wales, the Junee and Parklea centers, are undertaking expansion projects totaling 680 and 650 beds, respectively. We expect to enter into a five-year contract renewal for the continued management of the Junee Center in the near future. With respect to the Parklea Center, we were unfortunately unsuccessful during the current competitive rebid process and will be transitioning the management contract in March 2019.

Finally, our U.K. joint venture, GEOAmey, recently signed a 12-year contract with the Scottish Prison Service for the provision of court custody and prisoner escort services in Scotland effective January 2019. This important new contract is expected to generate approximately $39 million dollars in annual revenues for our joint venture.

At this time, I'll turn the call over to Ann, for a review of our GEO Care segment. Ann?

Ann M. Schlarb

Senior Vice President & President, GEO Care, The GEO Group, Inc.

Thank you, Dave, and good morning everyone. I'd like to give you an update on our four GEO Care divisions. Year-over-year, our GEO reentry division's quarterly results reflect the integration of the facilities and programs acquired from Community Education Centers in April of last year. We are pleased with the integration of our new CEC facilities and remain optimistic about the potential for revenue synergies under our expanded reentry and treatment services platform. We've identified a number of new business opportunities representing significant incremental annual revenue potential.

In terms of our Youth Services business, we continue to experience stable utilization rates across our facilities during the first quarter. Our Youth segment has remained stable for several years after our team undertook a number of consolidation and marketing initiatives. Moving to our BI electronic monitoring division, the utilization of our ISAP contract with ICE remained stable during the first quarter of the year. At the state and local level, BI continues to pursue a number of new business opportunities.

Finally, we remain very excited about the implementation and expansion of our GEO Continuum of Care programs. Our GEO Continuum of Care integrates enhanced in-custody rehabilitation programs, including cognitive behavioral treatment with post-relief support services that address the basic community needs of released individuals.

We have launched GEO Continuum of Care programs at 14 state correctional facilities operated by GEO, and also in our Rivers Correctional Institution, which houses Washington, D.C. individuals on behalf of the Federal Bureau of Prisons. We are exploring additional opportunities to expand these programs including in our GEO reentry segment.

As George mentioned, we are incredibly proud to have recently received the Innovation and Corrections Award from the American Correctional Association for the implementation of our GEO Continuum of Care at the Graceville, Florida facility.

We believe that our focus on improved rehabilitation and recidivism reduction program is in line with criminal justice and prison reform efforts being undertaken in the U.S. and internationally. And we expect these efforts to generate new revenue synergies and quality growth opportunities across our diversified GEO Care divisions.

At this time, I will turn the call back to George for his closing remarks.

George C. Zoley

Chairman, Chief Executive Officer & Founder, The GEO Group, Inc.

Thank you, Ann. We are pleased with our financial and operational performance during the first quarter and our improved outlook for the balance of the year. Our management team is focused on capturing new growth and we remain optimistic about the demand for our services.

We are pursuing several active procurements, which could result in the reactivation of a number of our idle facilities and could represent upside to our current forecasts. We continue to carefully evaluate our capital allocation with the aim of creating sustainable long-term value for our shareholders.

We are proud of the continued success of our company. As always, we'd like to thank our employees worldwide, many of whom are listening on this call. We believe that the dedication and professionalism of our employees are unmatched and continue to allow GEO to be recognized by our customers as best-in-class.

We are particularly excited about the early success of our GEO Continuum of Care programs and we look forward to furthering our commitment to bettering the lives of those entrusted to us. We believe strongly that we are at our best when helping those in our care reenter society as productive and employable citizens. We welcome everyone to review GEO's website for our first annual report on the GEO Continuum of Care.

We are now happy to open the call to your questions. Thank you.

Question And Answer Section

Operator

Thank you. [Operator Instructions] Thank you. Our first question is from the line of Mark Strouse with JPMorgan. Please proceed with our question.

Mark W. Strouse

Analyst, JPMorgan Securities LLC

Hi. Good morning. Thanks for taking our questions. Congrats on the results and the increased outlook for 2018. I just had a couple of questions for Brian. Looks like the interest rate on your floating debt ticked up by about 40 basis points from last quarter. Can you just talk about the appetite for maybe switching some of that over to fixed rate?

Brian R. Evans

Chief Financial Officer & Senior Vice President, The GEO Group, Inc.

We've monitored and we'll continue to watch it. We're doing the cash flow analysis on it as to whether or not it makes sense. But we're monitoring that potential for at least some portion of the debt; and if it looks like it makes sense from a cash flow perspective, we'll probably do something like that.

Mark W. Strouse

Analyst, JPMorgan Securities LLC

Okay. Okay. Thanks. And then, along the similar lines, the EPS has been at $0.47 or so for about six quarters now. Just going forward, can you kind of rank for us your priorities for cash as far as your buybacks versus dividend increases versus debt repayments?

Brian R. Evans

Chief Financial Officer & Senior Vice President, The GEO Group, Inc.

Sure. I don't think we're looking at the – we're not connecting the dividend with the share repurchases. As we've said, we believe the stock is undervalued in the share repurchase, we're using some of our credit capacity for that. Anyfree cash flow that we have, we're investing back in the business, and then we'll look to maintain that payout ratio to 75% to 80% range.

So, the adjusted fund from operations grows throughout this year; and as we bring on the Montgomery Processing Center in the fourth quarter this year, we'll reevaluate the dividend as appropriate.

Mark W. Strouse

Analyst, JPMorgan Securities LLC

Right. Okay. That makes sense. Thanks again.

Operator

Thank you. [Operator Instructions] Thank you. Our next question comes from the line of Tobey Sommer with SunTrust. Please proceed with your question.

Tobey Sommer

Analyst, SunTrust Robinson Humphrey, Inc.

Thanks. Could you layout, if you would, the timing of new business opportunities that you think are most likely to close in the marketplace this year to several of the other ones are – some of them are kind of percolating and sound like they are in the works, but may take longer?

George C. Zoley

Chairman, Chief Executive Officer & Founder, The GEO Group, Inc.

We're hoping some of these federal procurements that have been going on now for, in some cases, over a year will finally be announced during probably the latter part of the second quarter or some part of the third quarter. That's our expectation.

Tobey Sommer

Analyst, SunTrust Robinson Humphrey, Inc.

Are there state opportunities that you think will come to a close in 18?

George C. Zoley

Chairman, Chief Executive Officer & Founder, The GEO Group, Inc.

Well, there is different states looking for out-of-state beds, in particular, as those could occur within the year because those are typically emergency procurements.

Tobey Sommer

Analyst, SunTrust Robinson Humphrey, Inc.

And I guess, there will be Idaho and Puerto Rico?

George C. Zoley

Chairman, Chief Executive Officer & Founder, The GEO Group, Inc.

And Vermont.

Tobey Sommer

Analyst, SunTrust Robinson Humphrey, Inc.

Okay. What does the increase in Southwest border crossings mean for your business; and in does the elevated occupancy of detainees within your facilities increase the likelihood of new contracts from ICE?

George C. Zoley

Chairman, Chief Executive Officer & Founder, The GEO Group, Inc.

Well, there has been a steady increase in illegal border crossings and it, I guess, parallels the steady increase of the census in our ICE facilities and probably on tangential basis our Marshals facilities. And we expect that to continue to increase our occupancy and present opportunities for new facility contracts, maybe in the next budget cycle which begins October 1. The President will be asking for a significant increase in the detention bed capacity for ICE from presently the low-40s to the low-50s.

Tobey Sommer

Analyst, SunTrust Robinson Humphrey, Inc.

Great. That segues into my next question. I was wondering if you could tell us what the existing past budget means for your federal customers' spending in kind of ability to finance growth in the use of your – in the industry services? And then secondly and lastly for me, maybe comment on any changes in the enforcement posture that you've seen at the federal level and what do you think that means for your federal businesses?

George C. Zoley

Chairman, Chief Executive Officer & Founder, The GEO Group, Inc.

Well, taking the latter question, I think we've seen a stricter enforcement policy articulated by Attorney General Sessions throughout the country and it's being reflected, we believe, in our census count in our Marshals facilities in particular. In both theMarshals Service and the BOP, got additional money in their budget. So approximately $100 million each, so we expect the Marshals counts to go up and the additional funding for the BOP is likely to result in more of the, I think, approximately 9,500 beds procurement and involving CAR 19 to be actually awarded.

Tobey Sommer

Analyst, SunTrust Robinson Humphrey, Inc.

Thank you very much. [Operator Instructions]

Operator

Thank you. At this time, I will turn the floor back to George Zoley, for his closing remarks.

George C. Zoley

Chairman, Chief Executive Officer & Founder, The GEO Group, Inc.

Thanks, everybody, for joining us today and look forward to addressing you as to our second quarter results in three months' time. Thank you.

Operator

Ladies and gentlemen, this concludes today's teleconference. You may disconnect your lines at this time. Thank you for your participation.
(Back To Top)